

Santee School District  
Purchasing Department  
9625 Cuyamaca Street, Santee, CA 92071  
Phone: (619) 258-2329 • FAX: (619) 258-2260

District website: <http://www.santeesd.net/Page/7662>

Go to [www.santeesd.net](http://www.santeesd.net) - Purchasing Dept. - Click on Bid Opportunities for information on this bid

**IT IS THE BIDDERS RESPONSIBILITY TO ENSURE THEY HAVE RECEIVED ALL ADDENDUMS. ADDENDUMS ARE POSTED ON THE DISTRICT WEBSITE.**

### INVITATION TO BID

**BID #1920-001-077  
OLD LOCKER/SHOWER INTERIOR DEMOLITION  
AT CHET F. HARRITT SCHOOL**

PRE-BID MANDATORY INSPECTION TOUR..... Thursday, June 13, 2019 9:00 AM  
Chet F. Harritt School, 8120 Arlette Street, Santee, CA 92071

BID OPENING DATE: ..... Thursday, June 20, 2019, 10:00 AM  
Santee School District Conference Room, 9625 Cuyamaca Street, Santee, CA 92071

SANTEE SCHOOL DISTRICT CONTACT PERSONNEL:  
Christina Becker, Director II, Facilities Planning & Construction, (619) 258-2323, [christina.becker@santeesd.net](mailto:christina.becker@santeesd.net)  
Nancy Stasch, Senior Buyer, (619) 258-2329, [nancy.stasch@santeesd.net](mailto:nancy.stasch@santeesd.net)  
David Christy, Western Environmental & Safety Technologies, LLC, (858) 271-1842, [gowestdc@msn.com](mailto:gowestdc@msn.com)  
Bryce Storm, Director of Facilities, Maintenance & Operations, (619) 258-2334, [bryce.storm@santeesd.net](mailto:bryce.storm@santeesd.net)

### SUBMITTED BY:

\_\_\_\_\_

**Name of Company**

**IMPORTANT NOTICE TO BIDDER:** On the ENVELOPE submitting your bid it is imperative:

1. That your name and address appear in the UPPER left corner.
2. That the following notice be filled in and posted on the LOWER LEFT CORNER

<b>BID OPENING DATE:</b> Thursday, June 20, 2019	<b>BID #1920-001-077 OLD LOCKER/SHOWER INTERIOR DEMOLITION AT CHET F. HARRITT SCHOOL</b>
<b>BID OPENING TIME:</b> 10:00 AM	<b>BID OPENING LOCATION: SANTEE SCHOOL DISTRICT CONFERENCE ROOM 9625 CUYAMACA STREET, SANTEE, CA 92071</b>

**SANTEE SCHOOL DISTRICT  
CONSTRUCTION  
CONTRACT DOCUMENTS**

**Revised  
2017**

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- **MUST BE COMPLETED AND RETURNED FOR BID OPENING. THE REST OF THE BID PACKAGE TO BE KEPT FOR YOUR INFORMATION AS CONTRACT DOCUMENTS**



## NOTICE INVITING INFORMAL BIDS

The SANTEE SCHOOL DISTRICT will receive bids for:

**BID #1920-001-077**  
**OLD LOCKER/SHOWER INTERIOR DEMOLITION**  
**AT CHET F. HARRITT SCHOOL SITE**

at the Purchasing Department at 9625 Cuyamaca Street, Santee, California, 92071, no later than **Thursday, June 20, 2019, at 10:00 a.m.** at which time bids will be opened and publicly read aloud at the Santee School District Office Conference Room, located at 9625 Cuyamaca Street, Santee, California, 92071.

**OBTAINING BID DOCUMENTS:** Bidders may secure a set of bid documents by going to the District website at [www.santeesd.net](http://www.santeesd.net) and clicking on the purchasing department and clicking on bid documents or using this link: <http://www.santeesd.net/Page/7662>. It is the Bidder's responsibility to ensure they have received all addendum and bid documents.

A **MANDATORY INSPECTION TOUR** of the project site will be held on **Thursday, June 13, 2019, at 9:00 a.m.** Bids **WILL NOT** be accepted from any bidder who did not attend the Mandatory Inspection Tour. **Bidders shall meet at:**

**Chet F. Harritt School**  
**8120 Arlette Street**  
**Santee, CA 92071**

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the District in an amount not less than ten percent (10%) of the submitted Total Bid Price. Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required by the bid documents.

The successful bidder(s) will be required to furnish the District with a Performance Bond equal to one-hundred percent (100%) of the successful bid, and a Payment Bond equal to one-hundred percent (100%) of the successful bid, prior to execution of the Contract, regardless of the contract amount. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure his performance under the contract.

**WAGES:** The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the contract, which can be obtained at <http://www.dir.ca.gov/dlsr/dprewagedetermination.htm>. Every bidder is subject to the Labor Compliance Program (LCP) requirements per SB 854 established June 20, 2014.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: **(A) General Engineering Contractor, or (B) General Building Contractor or (C21) Building Moving/Demolition Contractor**

Pursuant to Public Contract Code Section 3400(b), if the District has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Project Specifications.

Minority, women, and disabled veteran (DVBE) contractors are encouraged to submit bids and bidders are encouraged to make a good faith effort to contact and utilize DVBE subcontractors and suppliers, providing documentation with their bid.

The District reserves the right to reject any and all bids and to waive any irregularities or informalities in any bids or in the bidding. No bidder may withdraw his bid for a period of ninety (60) days after the date set for the opening of bids.

For further information, please contact Nancy Stasch, Senior Buyer, at (619) 258-2329, [nancy.stasch@santeesd.net](mailto:nancy.stasch@santeesd.net), or Christina Becker, Director II, Facilities Planning & Construction, (619) 258-2323, [christina.becker@santeesd.net](mailto:christina.becker@santeesd.net), or David Christy, Western Environmental & Safety Technologies, LLC, (619) 571-3987, [gowestdc@gmail.com](mailto:gowestdc@gmail.com).

BOARD OF EDUCATION OF THE SANTEE SCHOOL DISTRICT  
June 5, 2019

# **SANTEE SCHOOL DISTRICT**

## **INSTRUCTIONS TO BIDDERS**

### **1. AVAILABILITY OF CONTRACT DOCUMENTS**

Bids must be submitted to the District on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

The District may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the District to obtain the required Contract Documents if they decide to submit a bid for the Project.

### **2. EXAMINATION OF CONTRACT DOCUMENTS**

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site(s) and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

### **3. INTERPRETATION OF CONTRACT DOCUMENTS**

Discrepancies in, and/or omissions from the Scope of Work, Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to Christina Becker, (619) 258-2323, [christina.becker@santeesd.net](mailto:christina.becker@santeesd.net) and Nancy Stasch, (619) 258-2329, [nancy.stasch@santeesd.net](mailto:nancy.stasch@santeesd.net). All requests for information shall be sent no later than 12:00 p.m. on Monday, June 17, 2019.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

### **4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK**

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this

end, a Pre-Bid Conference and Site Walk may be held on the date(s) and time(s) as indicated in the Notice Inviting Bids.

## **5. ADDENDA**

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide District a name, address and email address to which Addenda may be sent, as well as a telephone number by which the District can contact the bidder. Copies of Addenda will be furnished by e-mail without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Purchasing Department to verify that he has received all Addenda issued, if any, prior to the bid opening. Addenda will also be posted on the District's webpage: [www.santeesd.net](http://www.santeesd.net) in the Purchasing Department under Bid Opportunities.

## **6. ALTERNATE BIDS**

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the Total Bid Price including all alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

## **7. COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

## **8. MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Informal Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

## **9. DESIGNATION OF SUBCONTRACTORS**

Pursuant to State law, the Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%)



of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

## **10. DISABLED VETERAN BUSINESS ENTERPRISES**

Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals **is encouraged** for this project. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation in this project.

Bidders are encouraged to make a good faith effort to contact and utilize DVBE subcontractors and suppliers in securing bids for performance of the contract. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478 or (916) 322-5060 as well as the OSBCR website at [www.dgs.ca.gov/osbcr](http://www.dgs.ca.gov/osbcr). Verification of DVBE status must be obtained from the OSBCR by receiving an approved certification letter and reference number from that office. Bidders are to attach documentation of their good faith efforts to the bid documents.

Bidders must indicate on the bid form whether they are a certified DVBE and provide a copy of the DVBE Certification Letter issued by OSBCR. Bidders must also indicate that a good faith effort was made to include DVBE subcontractors and suppliers in the bid. In addition, bidders must indicate on the Designation of Subcontractors form whether the subcontractor is DVBE certified, and provide the District a copy of the DVBE Certification Letter issued by OSBCR.

For projects funded by the State, prior to, and as a condition precedent for final payment under the Contract, the successful bidder shall provide the District with written documentation identifying the amount paid to certified DVBE subcontractors and suppliers in performance of the Contract and provide a copy of the DVBE Certification Letter issues by OSBCR for each DBVE. This documentation will be used by the District to evaluate its success in meeting its DVBE participation goal.

## **11. LICENSING REQUIREMENTS**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

## **12. SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or

partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

### **13. BID GUARANTEE (BOND)**

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a bid bond payable to the District executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within five (5) business days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible bidder, or may call for new bids.

Rating for the surety must be A++, A+, A, or no less than A-. Bonds submitted for less than A- will not be accepted. Unless acceptable performance and payment bonds are provided, the bid award will be rescinded and re-awarded to the next low, responsive bidder.

Rating information can be obtained from Best's State Rate Filings: <http://www.ambest.com/bsrf>

### **14. SUBMISSION OF SEALED BIDS**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein.

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with District's designated methods for delivery.

### **15. DELIVERY AND OPENING OF BIDS**

Bids will be received by the District at the address shown in the Notice Inviting Informal Bids up to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

**16. WITHDRAWAL OF BID**

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

**17. BASIS OF AWARD; BALANCED BIDS**

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The District may reject any Bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

**18. IDENTICAL BIDS**

Pursuant to Section 20117 of the Public Contract Code, in the event there are two or more identical lowest or highest bids, as the case may be, submitted to a school district for the purchase, sale or lease of real property, supplies, materials, equipment, services, bonds, or the awarding of any contract, pursuant to a provision requiring competitive bidding, the governing board of any school district may determine by lot which bid shall be accepted.

When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

**19. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID**

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit sub-proposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

**20. INSURANCE REQUIREMENTS**

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

**21. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District Board may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have five (5) business days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder.

**22. FILING OF BID PROTESTS**

Bidders have the right to protest as described below. Whether concerns are about a Request for Proposal (RFP), Request for Quotation or Qualification (RFQ) or an Invitation for Bid (IFB), the following shall apply. The term "Bids" shall refer to either an RFP/Q or an IFB process.

**Inquiry or Intention does not constitute a Protest:** Notice of an intention to protest does not substitute for filing of a protest following the form and content required within the deadlines stated. Further, casual inquiry or complaint that does not specifically identify the purpose as a protest, and does not comply with the form, content and deadlines herein, are also not considered or acted upon as a protest action.

Certain **concerns must be filed as a protest before bids are due.** Any matter known - or that should have been known - before the bid deadline, must be brought to the Facilities Department Director, in writing at least three (3) business days before the bid deadline. Such matters include, but are not limited to:

- 1) Complaints about events or decisions made before the solicitation deadline,
- 2) Complaints that the solicitation unduly constrains competition through improper minimum qualifications or specifications,
- 3) Complaints that the pre-bid conference was not fair or accessible,
- 4) Complaints that questions were not fully or properly addressed by the District.
- 5) Complaints that the RFP/Q or IFB did not provide adequate information or contained an improper criteria;
- 6) Other matters known or that should have been known, to interested bidders by reading the solicitation document.

**Protest on items known after bid deadline:**

After the bid deadline, **only** vendors that submitted a bid are eligible to protest.

**Grounds for Protest and Protest Form:** A written, formal protest must contain the following to be considered. Failure to provide the following information could result in rejection of the protest.

- 1) Company name, mailing address, phone number, and name of company individual responsible for submission of the protest;
- 2) The Bid Number and title;
- 3) The specific action or decision protested to include;
  - a) a specific identification of the statutory or regulatory provision(s) that the action complained of is alleged to have violated;
  - b) a specific description of each act alleged to have violated the statutory or regulatory provision(s) identified in the above paragraph (a) of this subsection;
  - c) a precise statement of the relevant facts;
  - d) an identification of the issue or issues to be resolved; and
  - e) argument and authorities in support of the protest.
- 4) Indicate what relief or corrective action you believe the District should make.
- 5) Demonstrate that every reasonable effort was made within the schedule provided, for you to resolve the basis of the protest during the process, including asking questions,

seeking clarification, requesting addenda, and otherwise alerting the District to any perceived problems.

- 6) Signed by an authorized agent of the company.
- 7) Deliveries by hand, e-mail, or fax (must be followed up with a hard copy), in acceptable formats. The District is not responsible to assure the protest is received within the protest deadlines. If the District does not receive the protest within the specified deadline, the protest will be rejected. The follow up mailing address for all protests:

Santee School District  
Director of Maintenance, Operations & Facilities  
9880 Riverwalk Drive  
Santee, CA 92071

#### **Protest Deadlines:**

- 1) Protests must be received in the Facilities Office no later than 4:00 p.m. Pacific Time, five (5) business days after the date the RFP/Q or IFB is posted on the web page under "Bids". Webpage: [www.santeesd.net](http://www.santeesd.net)
- 2) Protests received after the time specified are untimely and may be denied on that basis unless the District concludes that the issues raised by the protest involve fraud, gross abuse of the procurement process, or indicate substantial prejudice to the integrity of the procurement process.
- 3) The Facilities Department shall make efforts to distribute the recap to the affected bidder(s), such as posting on the District's website or faxing the notice to the affected bidder(s). However, it is the Bidder's responsibility to seek out and obtain the announcement from the District. The District is not responsible for assuring the Bidders have learned of the announcement in time to file a protest.

#### **Protest Process and Appeals**

- 1) The Director will review the protest. All available facts will be considered and the Director shall issue a decision. This decision shall be delivered in writing by e-mail or fax (will be followed up with a hard copy).
- 2) If the Protesting party believes the Director has failed to consider a fact and has made an error in the protest decision, the protesting bidder has a right to appeal that decision to the Governing Board of the District. The appeal is limited to only those matters brought forward to the District in the original protest. The appeal must clearly state why the Director's decision is in error.
- 3) The protesting bidder shall issue a Protest Appeal Statement by 4:00 PM (Pacific Standard Time) by the third (3<sup>rd</sup>) business day following issuance of the Director's decision. This appeal shall be delivered by the Protesting vendor, in writing through e-mail or fax (must be followed up with a hard copy).
- 4) The District's Legal Counsel will evaluate the appeal and issue a decision, which will be final.

NOTHING HEREIN SHALL DIMINISH THE AUTHORITY OF THE SANTEE SCHOOL DISTRICT TO ENTER INTO A CONTRACT, WHETHER A PROTEST ACTION OR INTENTION TO PROTEST HAS BEEN ISSUED.

## **23. WORKERS COMPENSATION**

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

## **24. SUBSTITUTION OF SECURITY**

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

## **25. PREVAILING WAGES**

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s). Every bidder is subject to the Labor Compliance Program (LCP) requirements per SB 854 established June 20, 2014.

## **26. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

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

## **27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the District two (2) identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

Rating for the surety must be A++, A+, A, or no less than A-. Bonds submitted for less than A- will not be accepted. Unless acceptable performance and payment bonds are provided, the bid award will be rescinded and re-awarded to the next low, responsive bidder.

Rating information can be obtained from Best's State Rate Filings: <http://www.ambest.com/bsrf>

## **28. REQUEST FOR SUBSTITUTIONS**

**The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests which may occur prior to the bid opening date.**

## 29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

## 30. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

## 31. REQUIRED CERTIFICATIONS

Bidders, for all projects involving state funds, are required to submit the "Asbestos-Free Materials Certification." This form is included in this package and must be signed under the penalty of perjury and dated, and shall be submitted to the District in accordance with Section 33 below and Section 83 of the General Conditions. The successful bidder shall also execute, under the penalty of perjury and dated, the "Recycled Content Certification" and the "Drug-Free Workplace Certification" included in this package. Further, by law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. **A determination regarding whether fingerprint certification is required is contained in the Special Conditions.** These forms are included with the bid package and must be signed under the penalty of perjury and dated.

## 32. GRATUITIES

Bidders shall not provide, offer, imply, or otherwise extend any gratuities, including cash gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, agents, or representatives of the District.

## 33. IRS REQUIREMENTS

The Owner shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish services are employees of the bidder and not of the Owner.

- a The Owner shall not be liable for any of the contractor's acts or omissions performed under the contract to which the bidder.
- b The successful bidder will complete IRS form W-9 providing taxpayer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form will be sent to the successful bidder with the Agreement, Performance and Payment Bond and is to be returned with same.

**END OF INSTRUCTIONS TO BIDDERS**





# BID FORM

**To be returned with bid documents:**

**NAME OF BIDDER:** \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Company Website: \_\_\_\_\_

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**BID #1920-001-077  
 OLD LOCKER/SHOWER INTERIOR DEMOLITION  
 AT CHET F. HARRITT SCHOOL**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BASE PRICE PLUS ALTERNATES:

	<b>BID PRICE            (IN WRITTEN FORM)</b> <small>Said Sum includes all applicable taxes and costs</small>	<b>BID PRICE            (IN NUMBERS)</b> <small>Said Sum includes all applicable taxes and costs</small>
<b>BASE BID PRICE</b>		\$ _____

**The lowest bid shall be the lowest total base price plus alternates. The bid will be awarded to only one bidder.**

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Informal Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_, class of license \_\_\_\_\_. If the bidder is a joint venture, each member of the joint venture must include the above information.

List all other classifications for this license number: \_\_\_\_\_

Bidder's DIR # \_\_\_\_\_

Bidder is to indicate if they are a Certified DVBE Contractor (Attached is a copy of DVBE Certification Letter issued by OSBCR)

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Bidder is to indicate if a Good Faith Effort was made to include DVBE Subcontractors and suppliers in the Bid:

\_\_\_\_\_ Yes      \_\_\_\_\_ No

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. \_\_\_\_\_

Addenda No. \_\_\_\_\_

Addenda No. \_\_\_\_\_

Addenda No. \_\_\_\_\_

1. The required bid security is attached hereto or bidder's bid will be rejected as nonresponsive.
2. The required Designation of Subcontractors is attached hereto or bidder's bid will be rejected as nonresponsive.
3. The required Designation of DVBE Subcontractors is attached hereto.
4. The required Contractors Statement Regarding Maintaining a Drug Free Workplace is attached hereto or bidder's bid will be rejected as nonresponsive.
5. The required NOTARIZED Non-Collusion Affidavit is attached hereto or bidder's bid will be rejected as nonresponsive.

6. The required Worker's Compensation Certificate is attached hereto or bidder's bid will be rejected as nonresponsive.
7. The required NOTARIZED Fingerprint Requirement Application is attached hereto or bidder's bid will be rejected as nonresponsive.
8. The required bid security in the amount of not less than 10% of the Total Bid Price is attached hereto or bidder's bid will be rejected as nonresponsive.
9. The required NOTARIZED Asbestos-Free Materials Certification is attached hereto or bidder's bid will be rejected as nonresponsive.
10. The required Information of Bidders (List of Current Projects & List of Completed Projects) is attached hereto.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_



# CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

BID #1920-001-077  
OLD LOCKER/SHOWER INTERIOR DEMOLITION  
AT CHET F. HARRITT SCHOOL

To be returned with bid documents:

Labor Code section 3700 in relevant part provides:

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

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

Dated \_\_\_\_\_



# BID BOND

To be returned with bid documents:

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BASE PRICE PLUS ALTERNATES of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20 \_\_\_\_\_, for

**BID #1920-001-077**  
**OLD LOCKER/SHOWER INTERIOR DEMOLITION**  
**AT CHET F. HARRITT SCHOOL**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

STATE OF CALIFORNIA)
DISTRICT OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_ , before me,
\_\_\_\_\_, a Notary Public in and for said state, personally appeared
\_\_\_\_\_, known to me to be the person whose name is subscribed to
the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the
name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-In-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be
attached hereto.

For District Informational Purpose:

Surety Company Name \_\_\_\_\_ Contact \_\_\_\_\_
Address \_\_\_\_\_ Phone \_\_\_\_\_
City, State & Zip \_\_\_\_\_ Fax \_\_\_\_\_



# DESIGNATION OF SUBCONTRACTORS

## BID #1920-001-077 OLD LOCKER/SHOWER INTERIOR DEMOLITION AT CHET F. HARRITT SCHOOL

**To be returned with bid documents:**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration No.	% of the Work



## DESIGNATION OF DVBE SUBCONTRACTORS

**To be returned with bid documents:**

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

<b>Subcontractor Name/License #</b>	<b>DVBE Reference Number</b>













# ASBESTOS-FREE MATERIALS CERTIFICATION

**To be returned with bid documents:**

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

**BID #1920-001-077  
OLD LOCKER/SHOWER INTERIOR DEMOLITION  
AT CHET F. HARRITT SCHOOL**

(hereinafter referred to as the "Project"), and submitted it to the SANTEE SCHOOL DISTRICT (hereinafter referred to as the "District") on behalf of \_\_\_\_\_ (hereinafter referred to as the "Contractor").

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

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

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

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

The Asbestos Removal Contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved the District who shall have sole discretion and final determination in this matter.

The Asbestos Consultant shall be chosen and approved by the District who shall have sole discretion and final determination in this matter.

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

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

Name of Contractor (Print or Type)

By \_\_\_\_\_  
Signature Print Name

\_\_\_\_\_  
Title

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
\_\_\_\_\_  
Notary Public in and for the State of California

My Commission Expires: \_\_\_\_\_



# FINGERPRINTING REQUIREMENT APPLICATION

**BID #1920-001-077  
OLD LOCKER/SHOWER INTERIOR DEMOLITION  
AT CHET F. HARRITT SCHOOL**

**To be returned with bid documents:**

Pursuant to the provisions of Article 13 of the General Conditions - District Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contract and Contractor's employees are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 13 of the General Conditions.

In accordance with the Education Code the **Contractor shall provide for the continual supervision and monitoring of all Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice.**

**I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT PRIOR TO COMMENCEMENT OF WORK ALL SUPERVISORS ON THIS PROJECT WILL HAVE COMPLETED FINGERPRINT BACKGROUND CHECKS FROM THE CALIFORNIA DEPARTMENT OF JUSTICE THROUGH ANY LIVESCAN SERVICE AND WILL HAVE BEEN FOUND TO HAVE NOT COMMITTED A VIOLENT OR SERIOUS FELONY (PENAL CODE SECTIONS 667.5(C) AND 1192.7(C)); AND WILL PROVIDE CONTINUAL SUPERVISION AND MONITORING OF THE CONTRACTOR'S EMPLOYEES. IF BACKGROUND CHECKS ARE NOT COMPLETED PRIOR TO COMMENCEMENT OF THE PROJECT, CONTRACTOR WILL NOTIFY THE SANTEE SCHOOL DISTRICT AND A PER DIEM CHARGE WILL BE CHARGED FOR SUPERVISION BY DISTRICT EMPLOYEES.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
California.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Name: \_\_\_\_\_

**FORM MUST BE NOTARIZED**



# CONTRACTOR'S STATEMENT REGARDING MAINTAINING A DRUG FREE WORKPLACE

## BID #1920-001-077 OLD LOCKER/SHOWER INTERIOR DEMOLITION AT CHET F. HARRITT SCHOOL

To be returned with bid documents:

### DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

B. Establishing a drug-free awareness program; and

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

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

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

Each District consultant, contractor and vendor shall, moreover, advise the District whether they have a policy or procedure for maintaining a drug free workplace at the consultant's contractor's, or vendor's own place of business and if so, shall briefly describe it in writing to District officials.

---

**In accordance with the above, the following must be signed  
and filed with the awarding body as part of the bid package.**

---

Business name: \_\_\_\_\_

Does \_\_\_\_\_ Does not \_\_\_\_\_ Have a policy or procedure for maintaining a drug free workplace at their own place of business.

\_\_\_\_\_ Attached is a copy of such policy or procedure or

\_\_\_\_\_ Following is a brief description of such policy or procedure:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Reference: the Drug Free Workplace Act of 1988 and Public Law 100-690 Section 5151-5160

# NON-COLLUSION AFFIDAVIT

**BID #1920-001-077  
OLD LOCKER/SHOWER INTERIOR DEMOLITION  
AT CHET F. HARRITT SCHOOL**

To be returned with bid documents:

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

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

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**FORM MUST BE NOTARIZED**





# CONTRACT

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 2019 in the County of San Diego, State of California, by and between the **SANTEE SCHOOL DISTRICT**, hereinafter called District, and \_\_\_\_\_ hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**BID #1920-001-077  
OLD LOCKER/SHOWER INTERIOR DEMOLITION  
AT CHET F. HARRITT SCHOOL**

**Description of work:** Demolition and removal of interior walls, concrete curbs, slabs for future restrooms, and removal of exterior wall areas for future openings per plans and Mandatory Job Walk listed on Notice Inviting Bids.

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the District's Notice to Proceed. As specified in District's notice to proceed, the work shall be completed within:

Beginning Date of Contract Award:	July 2, 2019
Construction to Begin:	July 3, 2019
Ending Date of Substantial Completion:	July 31, 2019*

The Contractor shall complete all Work required by the Contract Documents within **\*twenty-nine (29)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of two-hundred, fifty dollars (\$250.00) for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

Notice Inviting Bids  
Instructions to Bidders  
Bid Form

Contractor's Certificate Regarding Workers' Compensation  
 Bid Security  
 Designation of Subcontractors  
 Information Required of Bidders (List of Current and Completed Projects)  
 Designation of DVBE Subcontractors  
 Asbestos-Free Material Certification (notarized)  
 Statement Regarding A Drug-Free Workplace  
 Fingerprint Requirement Application (notarized)  
 Non-Collusion Affidavit form (notarized)  
 Contract  
 Performance Bond  
 Payment Bond  
 General Conditions  
 Special Conditions  
 Technical Specifications (as applicable)  
 Addenda  
 Plans and Drawings (as applicable)  
 Approved and fully executed change orders  
 Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the labor Code which such rates may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

<p><b><u>NAME OF CONTRACTOR</u></b></p>  <p>By _____        (signature)</p> <p>Name and Title: _____</p> <p>License No. _____</p>	<p><b><u>SANTEE SCHOOL DISTRICT</u></b>        By Assistant Superintendent, Business Services</p>  <p>_____</p> <p>Karl Christensen</p>
---	---

# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, **SANTEE SCHOOL DISTRICT** (hereinafter referred to as "District") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for:

**BID #1920-001-077  
OLD LOCKER/SHOWER INTERIOR DEMOLITION  
AT CHET F. HARRITT SCHOOL**

(hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well 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 the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its 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 all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

**[Remainder of Page Left Intentionally Blank.]**

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

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

By\_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Attorney-In-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_

Fax number of Surety and Agent \_\_\_\_\_

STATE OF CALIFORNIA)
DISTRICT OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me,
\_\_\_\_\_, a Notary Public in and for said state, personally appeared
\_\_\_\_\_, known to me to be the person whose name is subscribed to
the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the
name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-In-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the Power-of-Arrowney to local representatives of the bonding company **must be attached hereto.**

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the **SANTEE SCHOOL DISTRICT** (hereinafter designated as the "District"), by action taken or a resolutions passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

**BID #1920-001-077  
OLD LOCKER/SHOWER INTERIOR DEMOLITION  
AT CHET F. HARRITT SCHOOL**

(the "Project"); and

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

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

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

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under

the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,  
if corporation)

\_\_\_\_\_  
Principal (Property Name of Contractor)

By \_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:  
(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or  
Representative for service of  
process in California, if different  
from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and  
Agent or Representative for service  
of process in California)

\_\_\_\_\_

Fax number of Surety and Agent

\_\_\_\_\_

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

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



# GENERAL CONDITIONS

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# GENERAL CONDITIONS

## ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the District Representative and/or the District .
- b. Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.
- c. Approval means written authorization by District Representative and/or District .
- d. Contract Documents includes all documents as stated in the Contract.
- e. Day shall mean calendar day unless otherwise specifically designated.
- f. District and Contractor are those stated in the Contract. The terms District and Owner may be used interchangeably.
- g. District Representative shall mean the DISTRICT'S REPRESENTATIVE FOR PURPOSES OF OVERSEEING CONSTRUCTION as listed in the Special Conditions, or his/her designee, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "District's Representative" or "Representative" in the Contract Documents.
- h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the District Representative and/or District.
- i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the District Representative and/or District is intended, unless stated otherwise.
- j. Install means the complete installation of any item, equipment or material.
- k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- l. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- m. Project is The Work planned by District as provided in the Contract Documents.
- n. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.
- o. Recyclable Waste Materials shall mean materials removed from the Project site which is required per local ordinances to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

- p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-9 of the Standard Specifications for Public Works Construction (“Greenbook”), current edition, which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.
- q. The Work means the entire improvement planned by the District pursuant to the Contract Documents.
- r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

## ARTICLE 2. CONTRACT DOCUMENTS

- a. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations.** The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the District Representative in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
  - 1. Change Orders or Work Change Directives
  - 2. Addenda
  - 3. Special Provisions (or Special Conditions)
  - 4. Technical Specifications
  - 5. Plans (Contract Drawings)
  - 6. Contract
  - 7. General Conditions
  - 8. Instructions to Bidders
  - 9. Notice Inviting Bids
  - 10. Contractor’s Bid Forms
  - 11. Greenbook
  - 12. Standard Plans
  - 13. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

- 1. Figures govern over scaled dimensions
  - 2. Detail drawings govern over general drawings
  - 3. Addenda or Change Order drawings govern over Contract Drawings
  - 4. Contract Drawings govern over Standard Drawings
  - 5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing

The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

### **ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE**

Contractor will be furnished, free of charge, five (5) copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

### **ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS**

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District Representative of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the District Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the District Representative such Approval may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the District Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

### **ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE**

- a. The District has endeavored to determine the existence of utilities at the Project site work area from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown in the field. Cable, Pipe and Leak mark out by February 1, 2018.
- b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the plans.

- c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.
- d. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the District has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, District shall assume the responsibility for their timely removal, relocation, or protection.
- e. Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

## ARTICLE 6. SCHEDULE

- a. **Estimated Schedule.** Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the District Representative for Approval. The receipt or Approval of any schedules by the District Representative or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the District Representative.
- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.
- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the District Representative whenever requested to do so by District Representative and with each progress payment request. The District Representative may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

## ARTICLE 7. SUBSTITUTIONS

- a. **One Product Specified.** Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to

be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Pursuant to Article 22c below, the Contractor may, unless otherwise stated, offer any material, process, article, etc. which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will complete accomplish the purpose of the Contract Documents. Please note, however, that based on the District's RESOLUTION ADOPTING COMPATIBILITY, UNIFORMITY, AND STANDARDIZATION FOR PROPRIETARY BUILDING SYSTEM COMPONENTS, Resolution #12-02-578 JC, substitution requests will not be accepted for the following:

**Manufacturer**

- |   |   |
|---|---|
| 1. Fire Alarm System                    | Simplex and/or FCI if applicable              |
| 2. Door Locks, Keying & Hardware System | Best Keyway; Stanley or Schlage; R R Controls |
| 3. Energy Management System             | Trane or Ecobee                               |
| 4. HVAC System                          | Trane or Carrier                              |

- b. Products Specified Which are Commercially Unavailable. If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.
- c. Substitution Request Form. Requests for substitutions of products, materials, or processes in place of a Specified Item must be in writing on the District's Substitution Request Form ("Request Form") at the time of submitting bids to the District, except as provided for in Article 7b above. The Request Form must be accompanied evidence as to whether the proposed substitution:
1. Is equal in quality, service, and ability to the Specified Item;
  2. Will entail no changes in detail, construction, and scheduling of related work;
  3. Will be acceptable in consideration of the required design and artistic effect;
  4. Will provide no cost disadvantage to the District
  5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
  6. Will require no change in the construction schedule.
- d. Bidder agrees that in the event its substitution request is denied, it will provide the initially specified item.
- e. After bids are opened, the apparent lowest bidder shall provide, within five (5) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.
- f. After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at

the sole discretion of the District. Any request for substitution that is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any substitution upon delivery to the District of any extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.

- g. If the Architect and District accept a proposed substitution, the Contract agrees to pay for all engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through DSA, if required, and to make all changes and adjustments in materials or to the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.
- h. List of Manufacturers and Products Required. The Contractors shall require all Subcontractors to prepare and submit to the Contractor, within (30) days of execution of the Subcontract, comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for the Contractor's or Architect's approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, required by the Contract Documents, but rather shall be considered as a base from which more detailed submittals shall be developed for final review by the Contractor and the Architect.



## SUBSTITUTION REQUEST FORM

Pursuant to Public Contract Code Section 3400, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction.

### SUBMIT TO FACILITIES DIRECTOR

Timeline options for substitution requests.

- a. The bidder may request a pre-approval of the substitution. The substitution form must be received no later than 5 business days prior to the bid opening with the District response no later than 2 business days prior to bid opening. The Substitution Request Form as signed and approved by the District must then accompany the bid.
- b. The bidder can submit the substitution request with the bid. Bidder agrees that in the event its substitution request is denied, the bidder will provide the initially specified item. If the bidder is unable to provide the initially specified item due to certification or manufacturer requirements, etc. proof must be provided in order to be released from the bid. If the bidder is so released, the bid will then be awarded to the next, low responsive bidder.

### THIS PAGE MUST BE COMPLETED IF A SUBSTITUTION IS REQUESTED

**If this form is not included with the bid package, it will be the District's conclusion that the contractor intends to use all products as specified in the bid package and/or plans and all bid prices reflect this intent.**

	Specified Item	Requested Substituted Item	District Decision
			<b>Circle One</b>
<b>1</b>			<b>Grant Deny</b>
<b>2</b>			<b>Grant Deny</b>
<b>3</b>			<b>Grant Deny</b>
<b>4</b>			<b>Grant Deny</b>
<b>5</b>			<b>Grant Deny</b>
<b>6</b>			<b>Grant Deny</b>
<b>7</b>			<b>Grant Deny</b>

The Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the construction schedule.

The undersigned states that the following paragraph, unless modified on attachments, are correct:

1. The proposed substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.

Bid # \_\_\_\_\_

Bid Title: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

District Signature: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Phone Number: \_\_\_\_\_

**This page must be completed and returned with bid if a substitution is requested.**

**If this form is not included with the bid package, it will be the District's conclusion that the contractor intends to use all products as specified in the bid package and/or plans and all bid prices reflect this intent.**

## **ARTICLE 8. SHOP DRAWINGS**

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to District Representative. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall make any corrections required by the District Representative, and file with the District Representative six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. District Representative's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called District Representative's attention to such deviations at time of submission and has secured the District Representative's written Approval. District Representative's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

## **ARTICLE 9. SUBMITTALS**

- a. Contractor shall furnish to the District Representative for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the District Representative, to the District Representative within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. District Representative will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

## **ARTICLE 10. MATERIALS**

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

## **ARTICLE 11. CONTRACTOR'S SUPERVISION**

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

## **ARTICLE 12. WORKERS**

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the District.

## **ARTICLE 13. FINGERPRINTING REQUIREMENTS**

District Determination of Fingerprinting Requirement Application is set forth in the Special Conditions.

- a. Contracts For Construction, Reconstruction, Rehabilitation Or Repair Of A School Facility Involving More Than Limited Contact With Students.

If the District determines, based on the totality of the circumstances concerning the Project, that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or **(b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice**, or (c) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

- b. Contracts For Construction, Reconstruction Rehabilitation Or Repair Of A School Facility Involving Only Limited Contact With Students.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the

parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

#### **ARTICLE 14. SUBCONTRACTORS**

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.
- b. The District reserves the right to Approve all subcontractors. The District's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

#### **ARTICLE 15. PERMITS AND LICENSES**

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

#### **ARTICLE 16. UTILITY USAGE**

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.

- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District's existing utilities by compensating the District for utilities used by Contractor.

## **ARTICLE 17. INSPECTION FEES FOR PERMANENT UTILITIES**

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

## **ARTICLE 18. TRENCHES**

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.
- b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
  - 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - 2) Subsurface or latent physical conditions at the site differing from those indicated.
  - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

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

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

## **ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS**

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

## **ARTICLE 20. SANITARY FACILITIES**

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

## **ARTICLE 21. AIR POLLUTION CONTROL**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

## **ARTICLE 22. COMPLIANCE WITH STATE STORM WATER PERMIT**

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Owner shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District Representative.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

- e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

### **ARTICLE 23. CLEANING UP**

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.
- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

### **ARTICLE 24. LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the District Representative. Any required "as-built" drawings of the Work shall be prepared by the registered civil engineer.

### **ARTICLE 25. EXCESSIVE NOISE**

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

### **ARTICLE 26. TESTS AND INSPECTIONS**

- a. If the Contract Documents, the District Representative, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the District Representative at least two (2) working days notice of its readiness for observation or



inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

## **ARTICLE 27. PROTECTION OF WORK AND PROPERTY**

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the District Representative, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the District Representative or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
- 1) Enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
  - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
  - 3) Deliver materials to the Project site over a route designated by the District Representative.
  - 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
  - 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the District Representative. Contractor shall not unreasonably encumber the Project site with its materials.
  - 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.

#### **ARTICLE 28. CONTRACTORS MEANS AND METHODS**

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

#### **ARTICLE 29. AUTHORIZED REPRESENTATIVES**

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

#### **ARTICLE 30. HOURS OF WORK**

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, in compliance with local noise ordinances.
- c. Any person to operate, permit, use, or cause to operate any of the following at the Project site, Monday through Friday must be in compliance with local noise ordinances, with no Work allowed on District-observed holidays, unless pre-approved by the District Representative:

- 1) Powered Vehicles
- 2) Construction Equipment
- 3) Loading and Unloading Vehicles
- 4) Domestic Power Tool

### **ARTICLE 31. PAYROLL RECORDS**

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:
  - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

### **ARTICLE 32. PREVAILING RATES OF WAGES**

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/).

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

### **ARTICLE 33. EMPLOYMENT OF APPRENTICES**

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

### **ARTICLE 34. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

### **ARTICLE 35. LABOR/EMPLOYMENT SAFETY**

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

### **ARTICLE 36. WORKERS' COMPENSATION INSURANCE**

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the

provisions of Section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

#### **ARTICLE 37. EMPLOYER'S LIABILITY INSURANCE**

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.

#### **ARTICLE 38. COMMERCIAL GENERAL LIABILITY INSURANCE**

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.
- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

## **ARTICLE 39. AUTOMOBILE LIABILITY INSURANCE**

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District. Such insurance shall comply with the provisions of Article 30 below.

## **ARTICLE 40. BUILDER'S RISK ["ALL RISK"]**

- a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk [ "All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the District a certificate evidencing fire insurance coverage.
- b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
  - 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
  - 2) Coverage shall include all materials stored on site and in transit.
  - 3) Coverage shall include Contractor's tools and equipment.
  - 4) Insurance shall include boiler, machinery and material hoist coverage.
- c. Such insurance shall comply with the provisions of the Contract Documents.

## **ARTICLE 41. FORM AND PROOF OF CARRIAGE OF INSURANCE**

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its Directors' and officers, employees, agents or representatives are named as Additional Insured's and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or Stop Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all

endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the District has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The District reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

#### **ARTICLE 42. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** The District is aware this project is being constructed during the rainy season. The Contractor shall abide by the District Representative's determination to what constitutes inclement weather. No time extensions are to be granted for inclement weather. The District has allowed ample time in the schedule to complete including seven (7) days of inclement weather. The Contractor shall be prepared with all materials, including roofing, roof mounted utility replacement and sheet metal work to complete the project during the allotted time frame, including inclement weather. The Contractor shall protect its work and the existing facility, including all interior appurtenances, appliances, finishes, structures and the like.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted

unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

- d. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

#### **ARTICLE 43. COST BREAKDOWN AND PERIODIC ESTIMATES**

Contractor shall furnish on forms Approved by the District:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the District Representative, for unit price items listed, if any, in the Bid Form.
- d. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

#### **ARTICLE 44. MOBILIZATION**

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.
- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed and substantiated to the satisfaction of the District Representative. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
  - 1. Obtaining and paying for all bonds, insurance, and permits.
  - 2. Moving on to the Project site of all Contractors' plant and equipment required for first month's operations.



3. Installing temporary construction power, wiring, and lighting facilities.
4. Establishing fire protection system.
5. Developing and installing a construction water supply.
6. Providing and maintaining the field office trailers for the Contractor and the District Representative, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
7. Providing on-site communication facilities for the Owner and the District Representative, including telephones, radio pagers, and fax machines.
8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
10. Arranging for and erection of Contractor's work and storage yard.
11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
12. Full-time presence of Contractor's superintendent at the job site as required herein.
13. Submittal of Construction Schedule as required by the Contract Documents.

#### **ARTICLE 45. PAYMENTS**

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no sooner than thirty (30) days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the District, the Contractor shall submit a final

waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

- g. If state funds are used for this project, prior to, and as a condition precedent for final payment, Contractor shall provide the Purchasing Department Bid Administrator with written documentation identifying the amount paid to Disabled Veteran Business Enterprises (DVBE), and shall submit the certification letter issued by the Office of Small Business Certification and Resources verifying the DVBE status of the subject subcontractors. This documentation is required regardless of whether DVBE subcontractors were utilized in the performance of the Contract.

#### **ARTICLE 46. PAYMENTS WITHHELD AND BACK CHARGES**

In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean-up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

#### **ARTICLE 47. CHANGES AND EXTRA WORK**

- a. **Changes in Work.** District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- b. In giving instructions, Contractor agrees that architect shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or

change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

c. **Unforeseen Conditions.** Contractor shall provide District with notice of unforeseen conditions immediately upon discovery of such conditions.

d. Value of any such extra work, change, or deduction shall be determined at the discretion of District in one or more of the following ways:

1. By acceptable lump sum proposal from Contractor with itemization as required by District.

2. By unit prices contained in Contractor's original bid and incorporated in contract documents or fixed by subsequent agreement between District and Contractor.

3. By the cost of material and labor and a percentage for overhead and profit. The following form shall be followed as applicable for additions and deductions to contract:

	EXTRA/ (CREDIT)
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____
(b) Labor (attach itemized hours and base rates from identified prevailing wage schedules)	_____
(c) General Liability and <b>Builder's Risk</b> Insurance, Workers' Compensation Insurance, Social Security, Pension and Unemployment Taxes at actual and verified cost. <b><u>(Do not include this amount if OCIP is in place.)</u></b>	_____
(d) Subtotal	_____
(e) Subcontractor's overhead and profit not to exceed <b>10%</b> of Item (d)	_____
(f) Subtotal	_____
(g) General Contractor's Overhead and Profit, including extended home office overhead, not to exceed <b>10%</b> of Item (d)	_____
(h) Subtotal	_____
(i) Bond Premium, not to exceed 1% of Item (h)	_____
(j) Total	=====

e. Regardless of whether the cost of the change order is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable overhead mark-up and the bonding mark up for deleted items. In addition, in no circumstance shall contractor be entitled to subcontractor's overhead costs or mark-up where work is performed by Contractor's own forces.

- f. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the contract; or (iii) constitutes a waiver of any provision in the contract, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIVE (5) WORKING DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within such five (5) working day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this article. In the event of a dispute as to any work to be performed, the District has the right to direct the Contractor to continue to proceed with work as directed, and the Contractor is obligated to continue performance of work and advise District of its concerns in writing in accordance with the provisions of this subsection f. The procedure for consideration shall be as stated above in this article.
- g. In the event a mutual agreement cannot be reached on the cost of a change order, Contractor and District agree that an industry estimating guide, such as an estimating guide published by Means, shall be used to determine the cost of a disputed change order item.
- h. All costs associated with the change are to be included in the change order proposal to the District. Costs may be in terms of time, money or both.

#### **ARTICLE 48. OCCUPANCY**

The District reserves the right to occupy or utilize any portion of the facility and to work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

#### **ARTICLE 49. INDEMNIFICATION**

Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

## ARTICLE 50. RECORD (“AS BUILT”) DRAWINGS

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as “as-builts”) and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the District Representative.

## ARTICLE 51. RESOLUTION OF CONSTRUCTION CLAIMS

- a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the District shall be resolved under the following the statutory procedure unless the District has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*
- b. **All Claims:** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the District.
- c. **Claims Under \$50,000.** The District shall respond in writing to the claim within 45 days of receipt of the claim, or, the District may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the District and the claimant. The District's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- d. **Claims over \$50,000 but less than or equal to \$375,000.** The District shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the District may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the District and the claimant. The District's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- e. The Contractor will submit the claim justification in the following format:
  - 1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.

- 2) List of documents relating to claim
    - (a) Specifications
    - (b) Drawings
    - (c) Clarifications (Requests for Information)
    - (d) Schedules
    - (e) Other
  - 3) Chronology of events and correspondence
  - 4) Analysis of claim merit
  - 5) Analysis of claim cost
  - 6) Analysis of time impact analysis in CPM format
  - 7) Cover letter and certification of validity of the claim
- f. If the claimant disputes the District's response, or if the District fails to respond within the statutory time period(s), the claimant may so notify the District within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the District shall schedule a meet and confer conference within 30 Days.
- g. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- h. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by District, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

## **ARTICLE 52. DISTRICT'S RIGHT TO TERMINATE CONTRACT**

- a. **Termination for Cause:** The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the District) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until

the Project has been finished. The District may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over The Work, the District may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- b. **Termination For Convenience:** The District may terminate performance of The Work in whole or, in part, if the District determines that a termination is in the District's interest.

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

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

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."
- 7) These provisions are in addition to and not in limitation of any other rights or remedies available to the District.

- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

## **ARTICLE 53. WARRANTY AND GUARANTEE**

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
  - 1) Obtain for District all warranties that would be given in normal commercial practice;
  - 2) Require all warranties to be executed, in writing, for the benefit of the District; and
  - 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

## **ARTICLE 54. DOCUMENT RETENTION & EXAMINATION**

- a. In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.
- c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.



## **ARTICLE 55. SOILS INVESTIGATIONS**

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

## **ARTICLE 56. ASBESTOS FREE MATERIALS AND CERTIFICATION**

Contractor shall, for all contracts submit an "Asbestos-Free Materials Certification." Contractor, further, is aware of the following:

- a. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
  1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified asbestos consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA). All work shall be done in accordance with work plan and specifications provided by the District's Asbestos Consultant.
  2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos.
  3. The asbestos consultant shall be chosen and approved by the District.
  4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- b. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- c. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Contract, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

## **ARTICLE 57. SEPARATE CONTRACTS**

- a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the District Representative any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the District Representative shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

#### **ARTICLE 58. NOTICE AND SERVICE THEREOF**

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Notice Inviting Informal Bids unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

#### **ARTICLE 59. NOTICE OF THIRD PARTY CLAIMS**

Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

#### **ARTICLE 60. STATE LICENSE BOARD NOTICE.**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

#### **ARTICLE 61. INTEGRATION**

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the District and Contractor.

#### **ARTICLE 62. ASSIGNMENT**

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the District. Any assignment without the written consent of the District shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work

called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

#### **ARTICLE 63. CHANGE IN NAME & NATURE OF CONTRACTOR'S LEGAL ENTITY**

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

#### **ARTICLE 64. ASSIGNMENT OF ANTITRUST ACTIONS**

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

#### **ARTICLE 65. PROHIBITED INTERESTS**

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

#### **ARTICLE 66. LAWS AND REGULATIONS**

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

#### **ARTICLE 67. PATENT FEES OR ROYALTIES.**

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

#### **ARTICLE 68. OWNERSHIP OF DRAWING(S)**

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of The Work.

#### **ARTICLE 69. NOTICE OF TAXABLE POSSESSORY INTEREST**

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

#### **ARTICLE 70. COMPLIANCE WITH DTSC GUIDELINES—IMPORTED SOILS**

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

#### **ARTICLE 71. DISTRICT'S INSPECTOR**

- a. One or more inspectors employed by District in accordance with requirements of title 19, 21 and/or 24 of the California Code of Regulations may be assigned to the work. His duties are specifically defined in the California Code of Regulations.
- b. Inspector SHALL have access to all plant operations involving work under this contract and shall be provided reasonable advance notice of the time and place of operations which the inspector desires to observe. Inspector shall be provided with all necessary samples of materials and work for testing purposes. All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve contractor from any obligation to fulfill this contract. Inspector, after consultation with the Owner and architect, together, shall have authority to stop work whenever the provisions of the contract documents are not being complied with and contractor shall instruct his employees accordingly.

**END OF GENERAL CONDITIONS**

# SPECIAL CONDITIONS

**BID #1920-001-077**  
**OLD LOCKER/SHOWER INTERIOR DEMOLITION**  
**AT CHET F. HARRITT SCHOOL SITE**

- A. Time of Performance.** The work shall be commenced on the date stated in the District's notice to the Contractor to proceed, which date will be not less than five (5) consecutive calendar days from and after the date of execution of the contract and shall be completed within dates stated on Agreement (See Article 2 of Agreement), **and in accordance with the scheduled dates as specified below.** District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Agreement and Article 6 of General Conditions.)

Work under this contract shall be scheduled and coordinated in compliance with the following:

1. The contract is scheduled to be awarded on Tuesday, July 2, 2019. The anticipated commencement of work will be July 3, 2019 at 7:00 am.
  2. Contractor shall complete all work and obtain all jurisdictional authorities' approval necessary no later than July 31, 2019.
  3. After the Notice to Proceed, Contractor shall utilize this time period for administrative tasks and initial mobilization and shall coordinate such activities with District.
- B. Liquidated Damages.** If work under this contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in Article 6 of the General Conditions, per calendar day for each calendar date completion is delayed will be two-hundred and fifty dollars (\$250) per day.
- C. Documents Furnished.** The number of copies of drawings and specifications to be furnished to Awarded Contractor free of charge, per Article 3 of the General Conditions, are five (5).
- D. Bonds.** Contractor shall provide (i) a bid bond in the amount of ten (10%) of the contract price; (ii) a payment bond in the total amount of one hundred percent (100%) of the contract price; and (iii) a performance bond in the amount of one hundred percent (100%) of the contract price.

SANTEE SCHOOL DISTRICT will require a payment bond issued by an admitted Surety approved to conduct business in the State of California from the successful bidder regardless of the contract amount.

Rating for the surety must be A++, A+, A, or no less than A-. Bonds submitted for less than A- will not be accepted. Unless acceptable bonds are provided, the bid award will be rescinded and re-awarded to the next low, responsive bidder.

Rating information can be obtained from Best's State Rate Filings:  
<http://www.ambest.com/bsrf>

**E. Insurance.** As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

**Comprehensive General Liability Insurance.**

with a combined single limit per occurrence  
of not less than .....\$1,000,000

**OR**

**Commercial General Liability and Property Damage Insurance**

(including automobile insurance) which provides  
limits of not less than:

- |   |             |
|---|-------------|
| (a) Per occurrence (combined single limits)             | \$1,000,000 |
| (b) Project Specific Aggregate (for this project only). | \$1,000,000 |
| (c) Products/Completed Operation                        | \$1,000,000 |
| (d) Personal & Advertising Injury limit                 | \$1,000,000 |

**AND**

(a) Builder's Risk (or Course of Construction Coverage) Applicable/Fire

(b) Insurance – Project Replacement Value at replacement value, 100% (One Hundred Percent)

**Insurance Covering Special Hazards:** Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts	\$1,000,000
Material hoist where used in amounts	\$1,000,000
Explosion, collapse & Underground (XCU) coverage	\$1,000,000
Excess Liability Insurance coverage in the amount of	\$1,000,000

**Additional Insured Endorsement:** Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insureds.

**F. Executed Copies:** The number of executed copies of the Agreement, the Fingerprinting Form, the Performance Bond, and the Payment Bond for Public Works required is four (4).

**G. License Classification:** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification:  
**A, B, or C21.**

- H. Fingerprinting:** The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 13 of the General Conditions, and are to provide fingerprinting per the following:

In accordance with the Education Code the Contractor shall provide for the continuous supervision and monitoring of the Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice and will have been found to have not committed a violent or serious felony (penal code sections 667.5(C) and 1192.7(C),

- I. Award of Bid:** The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the Owner, will be to the lowest responsive, responsible bidder.

The lowest bid shall be the lowest total bid price including alternates. The bid will be awarded to only one bidder.

- J. Work Schedule:** A work schedule is to be reviewed and approved by Christina Becker, Director II, Facilities Planning and Construction (619) 258-2323, [christina.becker@santeesd.net](mailto:christina.becker@santeesd.net) with a pre-construction meeting at the job site to review the project prior to start of work.

- K. Safety:** The contractor shall be responsible for the safety of his workers and his subcontractors, the public, school staff, and students within his area of work. The contractor shall provide substantial barricades around his area of work. When operating large, noisy pieces of equipment such as trucks, augers, back hoes, etc. during school hours, the contractor shall provide a workman specifically to stand or walk beside the equipment to assure students and staff stay clear. Such equipment shall be stopped during class passing. Facility should be left secured.

At the end of each workday the area shall be left reasonably free of debris and secured. Holes and trenches shall be scheduled so that they are covered or filled as soon as possible.

- L. Noise:** Operations which create intense, sustained noise shall be scheduled for off hours and weekends.

- M. Tobacco Free Schools**  
Per Board Policy BP 3513.3:

The Governing Board recognizes the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff.

The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property and in district vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083)

This prohibition applies to all employees, students and visitors at any instructional program, activity or athletic event.

Smoking or use of any tobacco-related products and disposal of any tobacco-related waste are prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. (Health and Safety Code 104495)

## **N. Owner Access to work & Approvals**

Owner's Representative: The Owner's Representative, Ms. Christina Becker, must be notified before the starting and the completion of work. She shall have free access to any and all parts of work at any time. Contractor shall furnish Owner's Representative any information as may be necessary to keep her fully apprised concerning progress, quality, efficiency, and manner of work.

Ms. Christina Becker, Director II Facilities Planning and Construction, for Santee School District is located at 9625 Cuyamaca Street, Santee, telephone (619) 258-2323. Ms. Becker will work with the Contractor to schedule all required work as a result of this bid, inspect work, and approve payment requests. Notify Ms. Becker 24 hours prior of phases for inspection compaction and final overlay. Do not proceed with phases of work until previous phases and subsurface materials have been inspected and approved by an independent test lab/inspector.

## **O. Scope of Work**

1. The Contractor shall furnish all materials, labor, and equipment, to remove and or demolish interior of locker/shower areas and areas per specifications and plans, which consist of a locker/shower area, approximately 2,000 square feet to be verified at mandatory project site job walk inspection to include the following:
  - Abatement as required by specifications. See abatement supplemental data
  - Demolition of a locker/shower area, walls, closets, showers, restrooms and concrete floors and terrazzo walls and showers
  - Demolition of concrete, slabs, and curbs as shown
  - Saw cut and remove areas for future utilities and patching by others
  - Provide dust control
  - Haul all material to legal recycle dump sites and provide receipts
  - Safe off utilities, cap flush and remove
  - Traffic and pedestrian control
2. The Contractor shall provide all materials, labor, and equipment, to demolish one locker/shower area, including hauling off from site per specifications in areas of work, approximately 2000 square feet, marked on plans and to be verified at mandatory project site walk inspection.
3. The Contractor shall provide all materials, labor, and equipment, to demolish one locker/shower area, including removing debris from site per specifications to be verified at mandatory project site walk inspection.
4. The Contractor shall clean, remove foundations & apparatuses, safe-off/cap flush utilities, level areas for access, remove trip hazards, to be marked on plans and to be verified at mandatory project site walk inspection.
5. The Contractor shall provide all materials, labor, and equipment, to clean, grade level surfaces per specifications approximately to be verified at mandatory project site walk inspection.



**P. School Occupants/Use:**

1. Custodial teams will be deep cleaning at Chet F. Harritt School from 6:30 a.m. to 7:00 p.m. daily.
2. Due to summer programs throughout the district, student occupancy numbers will vary accordingly:

**June 13 through June 27, 2019, and from August 8 through August 21, 2019,** there will be approximately 100 or less students at Chet F. Harritt.

**June 28, 2019 through August 7, 2019,** there will be approximately 400 students at Chet F. Harritt.

**Santee School District Calendar for Chet F. Harritt School:**

July 31, 2019	Principals Return
August 1, 2019	Vice-Principals and Office Staff Return
August 5, 2019	Child Care Returns to all Sites
August 12, 2019	School Offices open to the Public
August 14, 2019	Teachers Return
August 21, 2019	School in Session

Chet F. Harritt Summer Calendar:

Child Care Program on site all summer – 6:30 a.m. to 6:00 p.m.  
City of Santee Parks & Recreation Department in Multi-Purpose Room all summer.  
School is occupied all summer by Students and Staff.

**END OF SPECIAL CONDITIONS**

**SECTION 01800**

**TESTING AND INSPECTION REQUIREMENTS**

**PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. Requirements for testing and inspection of materials and the installation of the work.

1.02 RELATED SECTIONS

- A. Drawings and provisions of the Contract including General and supplementary conditions and other Division - 1 Specification Sections apply to this section as if repeated herein.
- B. Section 01400 - Quality Requirements
- C. Section 01425 - Reference Standards

1.03 TESTS

- A. The District will select an independent testing laboratory to conduct tests. Selection of materials to be tested will be by the laboratory or the District's project Inspector and not by the Contractor.
- B. The Contractor shall notify the Project Inspector a sufficient time in advance of the manufacture of material to be supplied by him under the Contract Documents which must by terms of the Contract be tested in order that the district may arrange for testing of same at the source of supply.
- C. Any material shipped by the contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to receipt of notice from said representative that such testing and inspection shall not be incorporated into the work.
- D. The District will select and pay testing laboratory costs for all tests and inspections, but may be reimbursed by the Contractor for such costs under the terms of the Contract.
- E. Tests and inspections shall be per the requirements for Schools, Hospitals and essential Services Buildings, Title 24, Part 2, CCR, 2010 California Building Code.

1.04 TEST REPORTS

- A. One copy of all test reports shall be forwarded to the Division of the state Architect (DSA) by the testing agency. Such reports shall include all tests made, regardless of whether such indicate that the material is satisfactory or unsatisfactory. Samples taken, but not tested, shall be reported. The reports shall show that the materials were sampled and tested in accordance with the requirements of the 2010 CBC, Title 21 or 22 and 24 and with the approved specifications. The test reports shall show the specified design strength. They shall also state definitely whether or not the materials tested comply with requirements. Copies of reports shall also be issued to the Architect, District, Inspector and Contractor.

TESTING AND INSPECTION REQUIREMENTS

1.05 VERIFICATION OF TEST REPORTS

- A. Each testing agency shall submit to the Division of the State Architect (DSA) a verified report in duplicate covering all of the tests which are required to be made by the agency during the process of the project. Such reports shall be furnished each time that work on the project is suspended covering the tests up to that time and at the completion of the project, covering all tests.

#### 1.06 INSPECTION BY THE DISTRICT

- A. The District and the Project Inspector shall at all times have access for the purposes of inspection to all parts of the work and to the shops at which the work is in preparation. The Contractor shall at all times maintain proper facilities and provide safe access for such inspection. The Contractor shall coordinate with and notify the IOR to allow required inspections as the work progresses and as the work is sequenced. Work that is covered before required inspection is accomplished shall be subject to removal and replacement at Contractor's expense to allow required inspection.
- B. The District and the Project Inspector shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the District. If the Contractor does not correct rejected work within a reasonable time and the defective work is not fixed by written notice, the District may correct same and charge the expense to the Contractor.
- C. Should it be considered necessary or advisable by the District at any time before final acceptance of the work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect or not in compliance with the Contract Documents due to fault of the Contractor or his subcontractors, the Contractor shall defray all expenses of such examination and of satisfactory reconstruction. If such work is found to be in compliance with the Contract, the additional costs of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

#### 1.07 PROJECT INSPECTOR

- A. An Inspector employed by the District in accordance with the requirements of the State of California Administrative Code of Requirements, Title 24, Part I will be assigned to the project. The Inspectors duties are specifically defined in Title 24, Part I, Section 4-342. The work of construction during all stages shall be subject to the personnel and continuous observation of the Inspector. He shall have free access to all portions of the work at all times. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed in respect to the progress and manor of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligations to fulfill the Contract. The Contractor shall provide the Project Inspector with a field office per Section 01525 - Field Offices.

PART 2 • PRODUCTS • NOT USED

PART 3 • EXECUTION • NOT USED

END OF SECTION

**SECTION 02050**

**DEMOLITION**

**PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. In accordance with the documents carefully demolish and remove from the site those items indicated to be demolished and/or removed. Salvage items as indicated or directed.

1.02 RELATED SECTIONS

- A. Drawings and provisions of the Contract including General and Supplementary Conditions and other Division 1 Specifications Sections apply to the section as if repeated herein.
- B. Section 02200 - Earthwork for Structures and Pavements
- B. Section 02225 - Excavation, Backfilling and Compacting for Utilities

1.03 QUALITY ASSURANCE

- A. Contractor Qualifications: Company specializing in demolition specified in this section, with not less than three years of documented experience.

1.04 PRE-DEMOLITION MEETING

Convene one week before starting work of this section. Review the scope of work and required coordination with the District.

1.05 PROJECT CONDITIONS

- A. Coordinate demolition of all buildings, structures, and apparatuses with location and protection of existing site utilities. Verify existing service utilities to remain.
- B. Sequence demolition to ensure utility connections are achieved in an orderly and expeditious manner.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Comply with all abatement requirements for hazardous materials.
- B. Comply with erosion control SWPPP requirements while performing demolition.
- C. Allow for recycle of demolished materials where feasible.

**PART 2 • PRODUCTS (NOT USED)**

**PART 3 • EXECUTION**

3.01 EXAMINATION

- A. Verify the location and extent of the work of this Section to be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
- B. Carefully identify the limits of demolition.
- C. Coordinate utility shut downs as required with the District. Provide minimum three day notice in advance of any shutdown that is required to perform the work.
- D. Utilize utility locator to verify locations of existing utilities on site prior to demolition.

### 3.02 DEMOLITION

- A. Visit the site with District Representative to verify extent and location of required demolition
- B. Mark interface surfaces as required to enable workmen to identify items to be removed and items to be left in place.
- C. Shut off, cap and otherwise protect existing utility lines in accordance with the requirements of the agency or utility having jurisdiction.
- D. Completely remove items scheduled to be demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere. Repair affected surfaces to conform to the type, quality, and finish of the surrounding surface.
- E. In all activities comply with pertinent regulations *bf* governmental agencies having jurisdiction.
- F. Work shall be performed in a manner that will not damage parts of the existing facilities not intended for removal nor affect satisfactory operation of the existing facilities.
- G. Unless indicated otherwise, demolished material shall be considered to be the property of the Contractor and shall be completely removed from the site.
- H. Utilize dust abatement procedures to prevent dust from becoming a nuisance to the school, the public, to neighbors and to other work being performed on or near the site. Do not use water if it creates undesirable sediments or erosion and flooding of public storm drain system.
- L. Do not reuse material salvaged from demolition work on this project, except as specifically shown.

### 3.03 REPLACEMENTS

- A. In the event of demolition of items not scheduled to be demolished, promptly replace such items to the approval of the District Representative at no additional cost to the District.

### 3.04 CLEANING

SANTEE SCHOOL DISTRICT  
OLD LOCKER/SHOWER INTERIOR DEMOLITION  
JULY 3, 2019

- A. Clean the site and prepare for proceeding with the next phase of construction.
- B. Do not permit traffic over unprotected demolished work areas.

END OF SECTION

**SECTION 02200**

**EARTHWORK**

**PART 1 - GENERAL**

1.01 SUMMARY

- A. Section includes: All required excavation, grading, preparation of subgrade for fills, proper placement of fills, including backfilling and compaction, watering, rolling, and compacting of fill material in place, and finish grading.
- B. Principal items of Work included herein:
  - 1. Excavation
  - 2. Filling
  - 3. Backfilling
  - 4. Geotechnical Engineer Inspection and Testing
  - 5. Grading
  - 6. Miscellaneous related work necessary for a complete job.
- C. Related Sections:
  - 1. Site clearing and demolition, Section 02110
  - 2. Final subgrade preparation for asphalt paving, Section 02511-Asphaltic Concrete Paving.
  - 3. Aggregate base beneath asphalt paving is specified under Section 02511.
  - 4. Excavation and Backfill for Utilities and Storm Drains, Section 02220.
  - 5. Storm Water Pollution control, Section 02223 (Architect to Verify)
  - 6. Off-Site Improvements, Section 02516 (Architect to Verify)
  - 7. Landscape Planting and Maintenance, Section 02900

1.02 PROJECT DATA

- A. **Geotechnical Reports:** The existing soil conditions at the site(s) have been investigated, and a report of findings is on file at the District office for review by the Bidders during the bidding period. This information is offered as supplemental information only, and no guarantee of existing soil or other conditions is intended.
- B. The existing soil conditions at the site(s) have been investigated and a report of the findings is on file at the District Office, and posted at [www.santeesd.net/modernization](http://www.santeesd.net/modernization).

1.03 PERFORMANCE REQUIREMENTS

- A. All grading work shall be performed in accordance with Title 24, Part 2, CBC 2007.

- B. The Grading Code of the County of San Diego, City of Santee, and any special requirements of the permit.
- C. The Preliminary Geotechnical Investigation and Soils Reports prepared by Ninyo & Moore, at [www.santeesd.net/modernization](http://www.santeesd.net/modernization).
- D. Applicable General and Special Conditions of these specifications hereinafter set forth in full or by reference.

#### 1.04 QUALITY CONTROL

- A. Testing and Inspections:
  - 1. A Geotechnical Engineer, designated by the Owner, shall be engaged to perform continuous inspection of the placing and compacting of fills and backfills within the limits of grading of this project. Work shall be done in accordance with these specifications, the requirements of California Building Code, Chapters 18A and 33, and as recommended and approved by the Geotechnical Engineer. Costs for such inspection and tests shall be paid by the Owner. The Contractor shall be responsible for notifying the Geotechnical Engineer in advance so that he may be present to perform his services as needed.
  - 2. The Geotechnical Engineer shall also make an investigation of the fill material to establish the ability of the soil to sustain the vertical loads to be imposed on the fill by the proposed structure, and to confirm the expansion and other specified characteristics of the fill material.
  - 3. The Geotechnical Engineer shall submit compaction reports to the Architect, Structural Engineer and the Civil Engineer at the completion of the Work, including test results and plot plans indicating the locations from which the tested samples of fill were taken. The Geotechnical Engineer shall keep the Architect and Civil Engineer informed of the progress of the grading work.

#### 1.05 SITE CONDITIONS

- A. Protection:
  - 1. Protect adjacent property as required to prevent caving and sloughing of material onto adjacent property.
  - 2. Utility lines and structures shown shall be protected and treated as indicated. Where utilities not shown are encountered, report it to the Architect before proceeding with excavation. Remove inactive lines as directed, and plug the remaining ends. The Contractor shall bear the cost for all repairs to damaged utilities.
- B. Environmental Requirements: Contractor must comply with all requirements of the applicable County of San Diego and the City of Santee dust control ordinances. Comply with applicable sections of the Storm Water Pollution Prevention Plan, including but not limited to erosion control, material stockpiling, vehicle parking and maintenance areas.



1. Construction operations and maintenance of equipment shall be performed only during the time period(s) and days allowed by local ordinance or government agency having jurisdiction.
2. Earthwork operations shall be scheduled to complete the Work as quickly as possible to reduce the noise, dust and air pollution impacts.

## **PART 2 - PRODUCTS**

### **2.01 FILL MATERIAL**

- A. Additional earth material required to complete the work shall be provided by the Contractor at his expense.
- B. All earth imported products to the site shall meet or exceed United States Environmental Protection Agency (US EPA), Department of Toxic Substances (if applicable), and State of California regulations for clean fill. Proof of compliance is the responsibility of the Contractor.
- C. All imported material shall be approved by the Geotechnical Engineer prior to hauling on site. Contractor shall deliver samples to testing lab, labeled with location, project name, and date.
- D. Imported earth shall be of granular nature with sufficient binder to form a firm, stable, unyielding subgrade. Adobe or clay soils will not be acceptable. Earth imported shall be relatively non-expansive with an expansion index per soils report, be clean and free from rubbish and debris and rock larger than 3 inches in maximum dimensions, not have sulfate content greater than 1,000 parts per million, and be subject to the approval of the Geotechnical Engineer. Imported fill material shall have an electrical resistivity exceeding 3,000 ohm cm. when saturated with distilled water, measured in accordance with the minimum resistivity procedure of California Test 643 or the soil resistivity box procedure shown in ASTM G57. Imported material to be used in areas to receive planting shall be approved by the Landscape Consultant of such quality as to support plant life.
- E. Backfill material for storm drain and utility lines shall be imported clean sand with a sand equivalent of at least 30 (California Test Method #217), and shall be placed in a minimum thickness of 6 inches for bedding and backfilled to 12 inches above the top of pipe.

### **2.02 SPECIAL REQUIREMENTS**

- A. If imported soils are used within the upper 12 inches of areas to be planted, these soils shall conform to the requirements for planting soils as specified herein. Otherwise the upper 12 inches of all areas to be planted in the future shall consist of material obtained from the upper 12 inches of existing on-site soils.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Protect adjacent property and existing improvements and structures as necessary to

prevent undermining, caving of cuts, and miscellaneous damage.

- B. Provide cribbing, sheeting, and shoring necessary to safely retain the earth banks and protect excavations and adjoining grades from caving and other damage resulting from excavating together with suitable forms of protection against bodily injury to personnel employed on the work and the general public. Be responsible for the design, installation, and maintenance of required cribbing and shoring and same shall meet the approval of the State Division of Industrial Safety and local governing agencies requirements.
- C. Utility lines and structures shown shall be protected and treated as indicated. Where work not shown is encountered, report it to the Architect before proceeding with excavation. Encase active lines in sleeves where they pass through concrete; remove inactive lines as directed, and plug the remaining ends. Bear the costs for repairs to damaged or broken utilities and any damages related thereto.
- D. Protect existing improvements and adjacent properties from storm damage and flood hazard originating on this project until final acceptance by the Owner. Prevent silt run-off from the limits of work in accordance with governmental requirements.

### 3.02 EXCAVATION

- A. Strip vegetation in accordance with Section 02110-Site Clearing and Demolition. This material shall be disposed off site in a legal manner. All non-hazardous materials shall be composted, if possible. Contractor shall provide certification of composting location.
- B. Excavate unsuitable materials including compressible alluvium, expansive clay, organic material, contaminated soils, or other unsuitable materials. Any remaining dry, loose or soft materials should also be removed until a stable, unyielding condition under equipment loads is achieved. After making the recommended removals and prior to fill placement, the exposed ground surface shall be scarified to a depth of approximately 8 inches, brought to slightly above optimum moisture content, and compacted to at least 90% of the maximum dry density obtainable by the ASTM D-1557-02 Method of Compaction. Surfaces on which fill is to be placed which are steeper than 5:1 (horizontal to vertical) should be benched so that the fill placement occurs on relatively level ground.

The observed on-site soils contain clay that appears to be potentially expansive. These soils are not considered suitable for foundation, floor slab or pavement support. If expansive clay soils are located within 3 feet of the bottom of foundations, floor slabs or other concrete walks or slabs, or within 18 inches of paving base course, they shall be removed and replaced with non-expansive compacted fill soils. The over-excavated area shall extend horizontally at least 10 feet beyond the building perimeter. The replacement fill material may consist of on-site or imported non-expansive soil with an Expansion Index of less than 20.

- C. Based on the proposed Grading Plans, a cut/fill transition will cross the building pad area. Over-excavation of the building pad area shall be performed to allow placement of at least 4 feet of non-expansive compacted fill beneath all foundations or slabs to 10 feet beyond the building area.

The building area is defined as outside face of any structure (i.e. wall, column, post) supporting or attached to overhead framing or roof structure, including masonry site walls

over 5 feet high.

- D. Excavate to the depths, lines and grades indicated. Excavate sufficiently over-size to permit installation and removal of concrete forms and other required work.  
  
Should soil of inadequate density and bearing capability be encountered at the elevations indicated on the drawings, or where new fill is to be placed upon existing loose fill material exposed by excavation, the excavation shall be carried to the depth required to attain soil of bearing quality as determined by the Geotechnical Engineer.
- E. Footing pads, if poured neatly, may be excavated to the net pad widths plus two-inches if approved by the Architect. Approval shall not be given until the completed excavation has been inspected.
- F. Should footing excavations exceed required dimensions or should sloughing occur, fill such extra space with concrete at no additional cost to the contract. If unsuitable material is found at the indicated depths, immediately notify the Architect.
- G. Notify the Inspector 48 hours before foundation excavations are ready for inspection.
- H. The bottoms of footings shall be free of loose material, debris, and water before concrete is placed.
- I. Cut banks shall be neatly trimmed to the required finish surface as the cut progresses, or the Contractor shall have the option of leaving the cuts full and finish grading by mechanical equipment which shall produce the finish surfaces as shown on the Drawings.
- J. Surplus earth not needed for filling and grading shall be disposed of in a legal manner off the site.

### 3.03 FILLING

- A. Fill material shall be placed in horizontal lifts not to exceed 6-inches in depth. Backfill placed in narrow restricted areas, such as along utility trenches, may be placed in 12-inch thick lifts. All fill material shall be free of rocks larger than 3 inches in maximum dimensions. Each layer shall be brought to slightly over optimum moisture content and, while still moist, shall be compacted by rolling and tamping. The rolling and/or tamping of each layer shall continue until the density thereof is not less than 95% of the maximum density obtainable using the ASTM D-1557-00.
- B. Where fills are placed on existing slopes exceeding a slope of five horizontal to one vertical, the slopes shall be benched in accordance with the Geotechnical Engineer's requirements and local governing public agencies' requirements and compacted as herein specified before placing fill material on same so that fills shall be placed in horizontal layers as specified. Widths of benches shall be as directed by the Geotechnical Engineer.
- C. Rock encountered in the excavation on this site may, at the option of the Contractor, be broken up into pieces not larger than 3 inches in maximum dimension and be incorporated in the fill material if spread as directed by the Geotechnical Engineer. Otherwise, rocks larger than 3 inches in maximum dimension shall be removed from the site. Rocks and stones larger than 1 inch in maximum dimension will not be permitted within the top 12 inches of finished grade in non-paved areas. Contractor is responsible

for examining geotechnical report to determine if rock or hard digging will be encountered and make provisions in the bid for removal of such materials. No additional payment will be made for rock removal or hard digging.

- D. Fill banks shall be graded full and compacted beyond the grade of the finish bank. After the banks have been filled, they shall be trimmed to the finish grades and limits shown on the Drawings. Slopes shall be inclined no steeper than 2:1 (horizontal to vertical).
- E. Imported fill soils shall have an Expansion Index per soils report based on UBC Test Method 18-2 or ASTM D-4829, and an R-Value per soils report for pavement areas.

The top 12 inches of the pavement subgrade shall be compacted to at least 95% of maximum dry density as determined by ASTM D-1557-02.

- F. Retaining walls shall be backfilled with soil having an Expansive Index of 20 or less. The backfill area shall include the zone defined by a 1:1 sloping plane, back from the base of the wall. Retaining wall backfill should be compacted to at least 90% relative compaction based on ASTM D-1557-02. Backfill should not be placed until walls have achieved adequate structural strength. Heavy compaction equipment which could cause distress to walls should not be used.

#### 3.04 GRADING

- A. The entire area within the limits of grading as indicated on the Drawings shall be constructed to the lines, grades, elevations, slopes, and cross sections indicated on the Drawings. When the grading has been completed, the areas shall be rolled smooth with a steel tandem roller or equal. Should any low spots develop during the rolling operation, such spots shall be filled and rerolled smooth. Slopes, banks, and drainage depressions shall present a neat, uniform appearance on completion of the work. Provide temporary access roadways as needed during construction.
- B. It shall be the Contractor's full responsibility to take all measures necessary during grading to protect slope areas, both cut and fill, and adjacent properties from storm damage and flood hazard originating on this project until final acceptance by the Owner. It shall be the Contractor's responsibility to maintain completed slopes until all slopes are in satisfactory compliance with the job specifications.

#### 3.05 COMPACTION

- A. All fills shall be compacted to at least 90 percent of maximum density obtainable using the ASTM D-1557-02. Areas which are scarified shall be recompacted to these same requirements. The soil within the upper 12 inches of pavement subgrade should be compacted to at least 95% relative compaction based on ASTM D-1557-02.
- B. Compaction by flooding is expressly prohibited.

#### 3.06 CRIBBING AND SHORING

- A. Provide cribbing, sheeting, and shoring necessary to safely retain the earth banks and protect excavations and adjoining grades from caving and other damage resulting from excavating, together with suitable forms of protection against bodily injury to personnel employed on the work and the general public.

The responsibility for the design, installation, and maintenance of required cribbing and

shoring shall be entirely that of the Contractor and shall be in accordance with the current requirements of CAL-OSHA, the Industrial Accident Commission of the State of California, and all other public agencies having jurisdiction.

3.07 DUST CONTROL

- A. During grading operations, water shall be applied to the surfaces in the working area at frequent intervals and in sufficient quantities to lay the dust and for proper compaction. No other method will be permitted.

3.08 GRADING TOLERANCES AND SUBGRADE PROVISIONS

- A. Rough grading shall consist of grading to the finish grade elevations indicated on the grading plans, including, but not limited to, excavation, scarification, filling, compacting, importing, exporting, preparation of sub-grades, building pads, slopes, berms, ramps, etc. Rough grading shall also include grading to and providing the finished subgrade surface for all asphalt and cement concrete areas, building, ramps, gutters, etc. Rough grading shall be performed within a tolerance of 1/10 of a foot of the elevations indicated on the Drawings (including subgrade elevations) however, this is not to be construed as being permissible to leave the entire area 1/10 of a foot consistently high or low by that amount.

3.09 CLEANING

- A. Upon completion of work in this Section, remove rubbish, trash, and debris resulting from operations. Remove unused equipment and implements of service, and leave entire area involved in a neat, clean, and acceptable condition.

**END OF SECTION**

## PCB's / Mercury Containing Light Tubes / Universal Waste Handling, Removing, and Disposal Plan

**Chet Harritt Elementary School, Santee School District**

5/20/19

### General Information

**Owner:** Santee School District, 9619 Cuyamaca Street, Santee, CA. 92071

**Owner Point of Contact:** Christina Becker, Director II, Facilities Planning and Construction, (619) 258-2323

**Areas of Construction:** PE Locker Room Building to Classroom Conversion Project

### Scope of Work

This work plan addresses the handling, removing and disposing of the following materials including but limited to:

1. Polychlorinated Biphenyls (PCBs) containing materials in electrical ballasts
2. Mercury containing light tubes
3. General universal waste

This work plan will be put in place if any construction activities will take place around the existing lighting structures that will cause disturbance in association with the lighting. The removal, hauling, and disposal of the referenced materials and all associated activities to complete the project as listed will be conducted at the contractor's expense. All remaining hazardous/regulated materials are to be properly removed, transported, recycled, and/or disposed in accordance with all applicable regulations (local, state, and federal) and these specifications.

### **Definitions**

Definitions are those contained in 40 CFR 761

### **Notifications**

The project owner and the on-site inspector shall be given a courtesy notification seventy-two (72) hours prior to start of any related work outlined within this specification / work plan.

### **References**

Code of Federal Regulations (CFR)	
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.145	Accident Prevention Signs and Tags
29 CFR 1910.1000	Air Contaminants
29 CFR 1926.59	Hazard Communication
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in commerce, and Use Prohibitions
40 CFR 171	General Information, Regulations, and Definitions
40 CFR 172	Hazardous Materials Tables and Hazardous Materials Communications Regulations
40 CFR 173	Shipments and Packing
40 CFR 174	Carriage by Rail
40 CFR 175	Carriage by Aircraft
40 CFR 176	Carriage by Vessel
40 CFR 177	Carriage by Public Highway
40 CFR 178	Shipping Container Specification
40 CFR 179	Tank Cars

### **Submittals**

The Consultant's review of submittals shall not relieve the Contractor from the responsibility for complying with contract drawings or specifications unless the Contractor has secured the written approval of the Consultant for all deviations. Consultant's review of submittals shall not relieve the Contractor from responsibility for errors and omissions in the submittals.

Submittals shall contain only those items specified and shall not include items which are not provided for under this contract unless they are clearly marked and/or voided as not being part of this contract. The submittals that are required are as follows:

#### **Prior to commencement of work:**

As required, notification in writing of proposed work, with copy to the Owner, the EPA Regional Office, OSHA or OSHA Regional Office, local air pollution agency, and local authority with responsibility for enforcement of occupational health and safety regulations and enforcement of any environmental regulations with jurisdiction in the state in which this project is located.

Submit proof satisfactory to the Owner that all required permits, site locations and arrangements for transport and disposal of PCB containing materials, mercury filled light tubes, universal waste, and general waste and debris have been obtained.

Submit to the Owner for information and approval, a description of the plans for construction of decontamination enclosure systems and for isolation of the work areas in compliance with this specification and applicable regulations.

Submit documentation to the Owner indicating that all employees have had medical examinations and instruction on the hazards of PCB exposure, use of protective clothing, respirator fit tests, entry and exit from work areas, on work procedures and protective measures.

All training, medical examinations, and respirator fit-testing shall conform to 8 CAL CODE OF REGULATIONS 5208 as well as 40 CFR, Part 763, Appendix C to Subpart E as applicable.

Submit documentation to the Owner that sixty (60) percent of the work force (exclusive of job foremen, superintendents, etc.) have at least one year's experience in this type of work.

Submit documentation to the Owner that sixty (60) percent of the project foremen, superintendents have had at least two year's experience in this type of work.

The Contractor shall submit to the Owner, including but not limited to the following:

- A. Weekly work schedule.
- B. Various manufacturers information, including MSDS.
- C. Type and brands of materials for worker protection.
- D. Method of application and materials to be used.
- E. Medical exam results of all employees (OSHA 1910.1001), including chest roentgenogram, pulmonary function and forced expiratory volume at second (Contractor is responsible for the appropriate medical releases).
- F. Test results (both personal air monitoring data and air pressure differential between work areas and external air).
- G. Copies of all daily manpower and work logs indications area(s) and type of work performed.
- H. Copies of all certifications of disposal.
- I. Copies of permits.
- J. Copies of all OSHA Form 101 or equivalent accident/injury/incident reports.

**Fall Protection**

Scaffolds and man lifts shall be equipped with guardrails and workers provided with the proper fall protection equipment.

Freestanding scaffolds shall not extend higher than four (4) times the minimum base dimension. Guardrails, toe boards, and outriggers shall be installed on scaffolds more than six feet in height. Planks shall extend no more than 12 inches past the end support. Use of ladders and scaffolding shall be in accordance with established standards.

Only approved ladders shall be used inside the regulated areas. No ladder shall be placed directly on areas lined with polyethylene.

The contractor shall supply for approval a written fall protection safety plan.

**Hazard Communications**

The contractor shall supply for approval a written ongoing hazard communication program. There will be a file of Material Safety Data Sheets (MSDS) on site at all times for items used on this job site.

**Respirator Protection Program**

The Contractor shall supply for approval a written respiratory Protection Program.

**Submittal Procedures**

Deliver to the Owner point of contact two (2) copies of the submittal.

All submittals shall be submitted in hard-cover, three-ring, loose leaf binders, properly indexed with tabs separating each section.

Comply with progress schedule for a timely submission of submittals as they relate to work progress. Coordinate submittal of related items.

Contractor shall review, sign and approve submittals, with notes required for his approval, prior to submittal to Consultant.

After Consultant's review of submittals, revise and resubmit if required. Distribute copies of reviewed submittals to appropriate sub-trades and/or suppliers.

**Emergency Procedures**

All personnel shall be briefed that the single emergency telephone number is 911.

**Fire:**

In the event of a fire, all personnel shall evacuate the area and call the fire department. Personnel shall be briefed to assemble at an on-site designated area. The onsite Competent person shall be responsible for accounting for all employees. There shall be two exits designated from the work area.

**Medical:**

There shall be a minimum of two employees on site with first aid and CPR training to handle: Life Threatening Injury: In the event of a life threatening injury, the injured party shall be removed from the work areas as expeditiously as possible. 911 shall be called to request medical assistance. The injured party removed and decontaminated as much as possible outside. Responding medical personnel shall be advised that the injured may be contaminated with PCB material as appropriate.

**Non-Life Threatening Injury:**

In the event of a minor non-life threatening injury, the injured party shall exit through the decontamination unit following the proper exit decontamination procedures and proceed to medical assistance.



**Heat Stress/Heat Stroke:**

Heat stress and heat stroke are not expected to be a problem on this job. Cold potable water shall be available on site at all times.

**Hurricane/Earthquake etc.:**

In the event of hurricane warnings or earthquake, personnel shall secure any loose items outside the building and proceed to a designated evacuation area. Competent person shall account for all employees.

**Coordination with Other Trades**

Other trades shall be notified that the regulated area is off limits except for emergency situations coordinated with the onsite Competent Person.

**Pre Modernization / Demolition Inspection**

Prior to modernization / demolition, the contractors' competent person and industrial hygienist shall inspect all entities suspected of containing and/or contaminated with PCBs. A review of all light tubes will be conducted concurrently. The inspection will involve:

1. Ensuring that all electrical current has been cut to electrical fixtures and transformers.
2. Identifying and marking number and location of PCB containing electrical ballasts.
3. Identifying and marking number and location of light tubes to be removed
4. Identifying the location of all work areas and equipment storage areas
5. Identify the location of waste storage prior to transport from the site

**Special Hazard Precautions**

When working with PCB containing materials, the following precautions shall be adhered to at all times:

PCBs shall not be exposed to open flames or other sources of high temperature since toxic decomposition by-products may be produced.

PCBs shall not be heated to temperatures of 55.0C (135.0F) or higher without approval.

Smoking, eating and drinking are not permitted within 50 feet of the PCB control area.

**Removal and Disposal of Electrical Ballasts (Only if needed)**

**In the event that the existing light fixtures will be disturbed or removed**, all fluorescent-ceiling fixtures will be checked from all construction areas prior to the first disturbance. The Contractor is required to inspect every ballast in each fixture and visually verify that each ballast is labeled "No PCBs" or is unlabeled and presumed to contain PCBs. Any ballast found during this process containing PCBs will be properly removed and disposed of as outlined in this specification. Prior to removal of the electrical ballasts, trained personnel shall dismantle the electrical fixtures, with care being taken so as not to cause any spills of PCB containing materials.

**PCB Containing Electrical Ballasts:** PCB containing electrical ballasts shall be carefully removed and packaged separately by placing in DOT approved containers. The use of open top 55-gallon drums with lid and lock band is recommended. A start date must be annotated on a label at the time the first ballast is placed in a drum. When the drums have been filled, the removers will contact the owner point of contact and schedule a time to have a manifest signed and have the drums removed from the site. The containers shall be clearly labeled as containing PCB materials, manifested and transported to disposal at a permitted facility.

Examine each ballast to determine if oil has leaked, as identified by the presence of yellow oil or black tar like material on the outside of the ballasts. Any leaking PCB-containing ballasts or transformers shall be wrapped and sealed in 6-mil plastic disposal bags and placed in a separate steel drum or other approved container. Each disposal drum or container

will have a sufficient amount of oil-absorbent material placed in the bottom to absorb any oil from ballasts that are leaking or may leak during transport. Clip off connecting wires as close as possible to the ballasts. Do not bend back ends of ballasts.

All personal protective clothing contaminated with PCB shall be disposed of accordingly.

### **Personnel**

Only personnel trained in working, handling and managing PCB containing materials shall be permitted into the work area. The on-site contractor's competent industrial hygienist shall verify that each employee is trained on the dangers of PCB exposure, on respirator use, decontamination, and applicable OSHA and EPA regulations.

Surveillance Personnel: Surveillance personnel may enter a PCB control area for brief periods of time provided they wear disposable polyethylene gloves and disposable polyethylene foot covers, as a minimum. Additional protective equipment may be required if respiratory hazard is involved or if skin contact with PCB is involved.

### **Personnel Protective Equipment**

Each worker shall be provided with the appropriate personal protective equipment (PPE), as required by OSHA Regulations, PPE shall include, but not be limited to, the following:

- Disposal chemical resistant coveralls
- Chemically resistant gloves over plastic disposable gloves
- Disposable foot covers
- Half-mask cartridge respirator
- Eye protection

### **Execution of Removal**

Ballast having labels with the words "NO PCBs" or labels with similar words having the same meaning, may be disposed of with the light fixture. All other ballast, regardless of age, will be assumed to contain PCB. Ballast containing, or assumed to contain, PCB may be removed from mounted light fixtures, or the entire light fixture may be removed and taken to a ballast removal area. Floor covering requirements must be met if ballast is removed from mounted fixtures, and ballast shall not be dropped, thrown, or miss handled. Open top 55-gallon drums, with lids and lock bands, shall be used for disposal of the ballast.

Floor Covering Requirements: In preparation for ballast removal, the contractor shall spread 6-mil polyethylene sheeting on the floor of the area where the removal is performed. The sheeting shall be sealed at the joints and shall extend 3 feet beyond the work area. Damaged, holed, or torn sheeting shall be resealed before ballast removal work continues or resumes. The purpose of the sheeting is to contain spills.

**Removal of Leaking Ballast (only if needed):** Ballast removal shall be immediately discontinued if any sign of black tar-like or yellow oil like substances are discovered on a ballast, light fixture, or cover. The contractor shall don a Ty-Vek suit, along with the rubber gloves and eye protection before continuing work. Light fixtures, covers, and ballast with the black tar-like substance shall be scraped and wet wiped with an approved solvent until clean and no visible signs of the tar-like substance remain. Use of solvents must be submitted, for approval, to the owner prior to use.

All precautions shall be taken to prevent PCB spills/leakage into the environment. In the case of a PCB spill and/or leakage the contractor shall immediately notify the owner. If the spill is estimated to be in excess of one (1) pound, the local fire department and county environmental compliance department shall also be immediately notified. A PCB spill kit shall always be kept on-site in the immediate vicinity of PCB work areas. Personnel trained in managing and controlling PCB spills/leakage shall undertake the handling of such situations.

In case of PCB spill and/or leak the contractor shall also:

Rope off an area around the edges of a PCB leak or spill and post a "PCB Spill Authorized Personnel Only" caution sign, immediately transfer leaking items to a drip pan or other container; initiate cleanup of spill as soon as possible, but no later than 48 hours of its discovery; and properly contained and disposed of as solid PCB waste.

Any and all cleanup shall be documented with records of decontamination in accordance with applicable cleanup rules and regulations.

### **Disposal**

Disposal of oil or tar-like substance cleaning materials: The remover shall place all tar-like substance residue and materials with the tarlike substance on them (such as Ty-Vek suits, disposable scrappers, rags, and floor covering) in a separate steel drum. The external surface of all drums, lids, and lock bands shall be thoroughly cleaned of all tar-like substance, labeled and sealed.

Disposal of The Drums: Arrange for the transport of all properly containerized PCB-containing ballasts to an EPA-approved recycling/disposal facility. The contractor shall complete with all local state and federal agencies as it relates to the disposal of the PCB drummed materials. The drums containing PCB ballast and those containing rags, towels, residue, etc. will be transported and properly disposed of as PCB waste.

The Contractor is responsible for determining and complying with all current applicable regulations pertaining to hazardous waste handling, transport, and disposal of PCB-containing ballasts and transformers. Copies of completed original waste shipment records/manifests documenting the proper transport, recycling, or incineration of non-recycled components shall be provided to the owner upon project completion. The Contractor shall also obtain and provide documentation to the owner that the recycling/disposal facility has all the required permits and approvals necessary for operations involving recycling and disposing of PCB-containing equipment.

### **Disposal of Fluorescent and Other Universal Lamps - Only if needed (light Tubes)**

Background: The U. S. Environmental Protection Agency (EPA) has promulgated regulations governing the accumulation and disposal of Universal Waste Lamps.

The scope of work for the abatement contractor includes the removal and recycling of all fluorescent lamps, mercury vapor bulbs, and high intensity discharge (HID) bulbs from lighting fixtures. Fluorescent lamps, mercury vapor bulbs, and HID bulbs shall be removed prior to starting demolition, properly packaged to prevent breakage, and transported intact to an EPA-approved recycling facility. Contractors responsible for the removal and recycling of the fluorescent lamps, mercury vapor bulbs, and HID bulbs shall handle and manage them in accordance with all local, state, and federal regulations.

**In the event that the existing light fixtures will be disturbed or removed**, all fluorescent-ceiling fixtures will be checked from all construction areas prior to the first disturbance. All the light tubes will be carefully removed from the fixture as not to break the tubes and set aside in a pre-approved secured area prior to disposal. All mercury containing light tubes will be properly removed, stored, and disposed following all local, state, and federal guidelines. Containers for disposal of waste UW lamps (fluorescent lamps) shall be pre-approved by the consultant.

Lamp Removal: Assume all fluorescent lamps associated with this project, regardless of age, are harmful to the environment. The contractor will provide the containers, for disposal of the lamps. After all waste lamps have been placed in the containers, identification and hazard labels shall be placed on each container.

- Carefully remove lamps and bulbs from fixtures. Lamps and bulbs shall remain intact (unbroken) and shall be carefully placed into cardboard containers designed to hold them (preferably original boxes obtained from the manufacturer or special boxes obtained from a lamp recycler).

- Broken lamps and bulbs should still be recycled. However, if they are not acceptable to the recycling facility, they must be evaluated to determine if they are hazardous waste. Remove and discard residues from broken lamps and bulbs promptly. Personnel cleaning up spills should have appropriate training, cleanup equipment, and wear appropriate personal protective equipment. Acceptable storage for broken, damaged, or leaking lamps and bulbs include a closed 55-gallon steel drum or a closed wax fiberboard drum.
- Store boxed lamps and bulbs in a secure area and limit access to personnel qualified to handle them.
- Contact an EPA-approved lamp recycler and arrange for transport of the properly packaged and labeled lamps and bulbs to the recycler.
- Submit copies of the original shipment records documenting proper transport, recycling, and proper disposal of any non-recycled components to the owner upon project completion.

**Mercury-Containing Thermostats and Electrical Switches (if discovered during HVAC upgrades)**

The Contractor shall inspect every thermostat and electrical switch for the presence of liquid mercury. Thermostats and electrical switches that contain mercury shall be carefully removed in accordance with the EPA - Hazardous Waste “Universal Waste” Guidance Documents and regulations, from their mounted position, wrapped to prevent breakage, and placed in a sealable, rigid, labeled container with absorbent material in the bottom. The Contractor shall arrange to have the mercury properly transported to and recycled by an authorized recycling facility. Provide to the owner, copies of shipping papers, manifest, and documentation demonstrating that the mercury has been properly transported and delivered to an approved recycling/disposal facility upon project completion. All mercury containing materials will be properly removed, stored, and disposed following all local, state, and federal guidelines and current regulations.

**Nickel-Cadmium, Lead-Acid, and Other Metal-Containing Batteries, Nuclear Power Source Emergency Lighting**

The Contractor shall check all batteries in emergency lighting fixtures, emergency exit signs, generators and battery charging systems, and other electrical equipment or components for batteries that may contain heavy-metals. This also includes any emergency lighting that has a nuclear power source. All batteries shall be removed in accordance with the EPA - Hazardous Waste “Universal Waste” Guidance Documents and regulations and placed in a separate sealable container and delivered to an approved recycling/disposal facility. Provide to the owner documentation demonstrating that all batteries containing hazardous components have been properly removed, transported, and disposed upon project completion following all local, state, and federal guidelines and current regulations.

The Contractor shall remove from the premises all regulated and general waste following all removal, transport, and disposal codes and regulations for each of the waste materials encountered. If needed have them properly containerized, transported, and disposed in accordance with applicable local, state, and federal regulations. Proper personal protective equipment (PPE) will need to be in place during the cleanup and removal of human waste hazards and rotted foods.

Provide to the owner documentation demonstrating that all regulated and general waste has been properly removed, transported, recycled and/or disposed following all local, state, and federal guidelines and current regulations.

Prepared by:



**David Christy**  
**Partner - WEST**

Certified Asbestos Consultant

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# Asbestos Abatement Plan Chet Harritt Elementary School, Santee School District

5/20/19

## General Information

**Owner:** Santee School District, 9619 Cuyamaca Street, Santee, CA. 92071

**Owner Point of Contact:** Christina Becker, Director II, Facilities Planning and Construction, (619) 258-2323

**Areas of Construction:** PE Locker Room Building to Classroom Conversion Project

**Consultant of Record:** Western Environmental & Safety Technologies LLC

## General Scope of Work Information

This plan has been specifically designed for the removal of asbestos materials (ACM, ACBM, ACCM). This plan will be followed for asbestos abatement needs for building materials that will be impacted by the Chet Harritt Elementary School – renovation project. The abatement contractor is to field verify all conditions and quantities of the asbestos containing building materials that are outlined for removal.

## Asbestos Materials – Known and Assumed

### Known Asbestos:

#### **Asbestos Drywall Joint Compound Material – (2% Chrysotile) – ACBM,**

(found within the PE locker Areas and ball storage – Boys and Girls (all areas– assume all floor mastic is asbestos containing)

#### **Asbestos Floor Tile Mastic – (2% - 4% Chrysotile) – ACBM,**

(found within the PE locker Areas and ball storage – Boys and Girls (all areas– assume all floor mastic is asbestos containing)

#### **Asbestos Floor Tile (9x9) – (3% Chrysotile) – ACBM,**

(found within the PE ball storage – Boys and Girls (all areas– assume all 9x9 floor tile is asbestos containing)

#### **Asbestos Interior Wall Plaster Material – (<.1% Chrysotile)**

(found within the PE locker Areas, ball storage, all additional areas of the building  
(all areas– assume all plasters are asbestos containing)

#### **Asbestos Exterior Stucco Material – (<.3% Chrysotile) – ACCM,**

(found on all areas of the building (all areas– assume all exterior wall stucco is asbestos containing)

#### **Asbestos Rubber Seam Sealant on Roofs – (<.1% Chrysotile)**

(found on buildings PS1 and PS2 - all seam sealants on the roof of PS1 and PS2 is asbestos containing)

### Assumed Asbestos:

All building materials not sampled with in this sampling report shall be assumed asbestos containing until asbestos bulk sampling and analysis is conducted once exposed / discovered - Including but not limited to:

- **Floor Tile and Floor Tile Mastic** (under walls, cabinets, casework etc. Located in all Buildings)
- **Fire Door Insulation**
- **Vapor Barriers under Ceramic flooring**
- **Mirror mastics and adhesives behind restroom mirrors**
- **Pipe Insulation and Duct Insulations located within ceilings, walls, attics, and pipe chases**
- **Any Building materials that not listed within this sampling report**

**The contractor will need to submit a 10-day APCD regulatory notification (asbestos removal) for this project.**

**References**

American National Standards Institute (ANSI)  
 ANSI Z9.2 1979 (R1991) Fundamentals Governing the Design and Operation of Local Exhaust Systems  
 ANSI Z88.2 1992 Respiratory Protection  
 ASTM D 1331 Surface and Interfacial Tensions of Solutions of Surface-Active Agents  
 ASTM E 1368 Visual Inspection of Asbestos Abatement Projects

**Code of Federal Regulations (CFR)**

29 CFR 1926.103 Respiratory Protection  
 29 CFR 1926.51 Sanitation  
 29 CFR 1926.200 Accident Prevention Signs and Tags  
 29 CFR 1926.33 Access to Medical Records  
 29 CFR 1926.59 Hazard Communication  
 29 CFR 1926.1101 Asbestos  
 40 CFR 61-SUBPART A General Provisions  
 40 CFR 61-SUBPART M National Emission Standard for Asbestos  
 40 CFR 763 Asbestos Containing Material in Schools  
 Underwriters Laboratories Inc. UL 586 1990 High-Efficiency Particulate Air  
 EPA 560/5-85-024 Guidance For Controlling Asbestos Containing Materials in Buildings  
 California Code of Regulations, Title 8, General Industry Safety Orders - Cal OSHA requirements for Contractors performing asbestos removal.

**Definitions of ACM**

Different regulatory agencies and different regulations contain different definitions for a material that contains asbestos. The definitions are similar but different based upon the context in which the definition was created. The following are common definitions found in asbestos regulations.

**Asbestos Containing Material (ACM):** According to EPA, OSHA and Cal-OSHA, asbestos containing material is a material that has greater than 1% asbestos.

**Asbestos Containing Building Material (ACBM):** For purposes of AHERA, material with greater than 1 % asbestos that was used on the interior construction of a school is called asbestos containing building material (ACBM).

**Asbestos Containing Construction Material (ACCM):** According to Title 8, Section 1529, asbestos containing construction material means any manufactured construction material which contains more than 0.1 % asbestos by weight.

**Presumed Asbestos Containing Material (PACM):** Any thermal system insulation and surfacing material found in buildings constructed no later than 1980. The designation of a material as PACM may be rebutted pursuant to Title 8, section 1529, subsection (k)(5).

**Regulated Asbestos Containing Material (RACM):** The EPA in the National Emission Standard for Hazardous Air Pollutants (NESHAP) defines RACM as (a) Friable asbestos containing material, (b) Category I non-friable asbestos containing material that has become friable, (c) Category I non-friable asbestos containing material that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable asbestos containing material that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by Subpart M.

**General Safety Plan**

The asbestos removal contractor will comply with the general safety procedures that are already in place by the owner and/or general contractor.

**Contractor Certification Requirements**

The contractor performing the abatement will be certified through State of California D.O.S.H. and will also hold a Contractors State License Certification for Asbestos (ASB). All employees of the contractor will be AHERA certified asbestos removal workers, under the full-time on-site direction of an AHERA certified asbestos removal supervisor. The on-site certified supervisor will have a minimum of 2 years practical experience. The contractor will adhere to and maintain all other local, state and federal requirements regarding licensing, certifications, and removal practices.

### General Schedule of Work

**The contractor shall conduct all asbestos removal during owner approved hours Monday – Friday, and will complete the asbestos removal as outlined within this work plan or as stipulated by the owner.** The work that is taking place will be properly signed and barricaded at a safe distance from other trades and district staff so to avoid interfacing conflicts. This is further outlined in the plan with area set up information, asbestos warning signs, and air sampling. No other trades will be permitted to enter the asbestos control areas until they are released by WEST.

#### **Prior to commencement of work:**

As required, notification in writing of proposed asbestos work, with copy to the Owner, the EPA Regional Office, OSHA or OSHA Regional Office, local air pollution agency, and local authority with responsibility for enforcement of occupational health and safety regulations and enforcement of NESHAP regulation and with jurisdiction within the State of California.

### Abatement Contractor Submittals

#### **PRE-START MEETING SUBMITTALS**

Submit to the owner a minimum of 10 days prior to the pre-start meeting the following for review and approval. Meeting this requirement is a prerequisite for the pre-start meeting for this project:

- A. Submit a detailed work schedule for the entire project reflecting contract documents and the phasing/schedule requirements, asbestos removal procedures, asbestos disposal procedures.
- B. Submit a staff organization chart showing all personnel who will be working on the project and their capacity/function. Provide their qualifications, training, accreditations, and licenses, medical releases, respirator fit test's, as appropriate.
- C. Submit Asbestos Hazard Abatement Plan developed specifically for this project, incorporating the requirements of the specifications, prepared, signed and dated by the contractor's competent person.
- D. Submit the specifics of the materials and equipment to be used for this project with manufacturer names, model numbers, performance characteristics, pictures/diagrams, and number available for the following:
  1. Negative air machines, HEPA vacuums, air monitoring pumps, calibration devices, pressure differential monitoring device and emergency power generating system.
  2. Waste water filtration system, shower system, containment barriers.
  3. Encapsulants, surfactants, hand held sprayers, airless sprayers, and fire extinguishers.
  4. Respirators, protective clothing, personal protective equipment.
  5. Fire safety equipment to be used in the regulated area.
  6. Fall protection program, training, and equipment.
- E. Submit the name, location, and phone number of the approved landfill; proof/verification the landfill is approved for ACM disposal; the landfill's requirements for ACM waste; the type of vehicle to be used for transportation; and name, address, and phone number of subcontractor, if used. Proof of asbestos training for transportation personnel shall be provided.
- F. Submit required notifications and arrangements made with regulatory agencies having regulatory jurisdiction and the specific contingency/emergency arrangements made with local health, fire, ambulance, hospital authorities and any other notifications/arrangements.

- G. Submit the name, location and verification of the laboratory and/or personnel to be used for analysis of air and/or bulk samples. Personal air monitoring must be done in accordance with OSHA 29 CFR 1926.1101(f) and Appendix A.
- H. Submit qualifications verification: Submit the following evidence of qualifications. Make sure that all references are current and verifiable by providing current phone numbers and documentation.
1. Asbestos Abatement Company: Project experience within the past 3 years (6 projects); listing projects first most similar to this project: Project Name; Type of Abatement; Duration; Cost; Reference Name/Phone Number; Final Clearance; and Completion Date
  2. List of project(s) halted by owner, A/E, IH, regulatory agency in the last 3 years: Project Name; Reason; Date; Reference Name/Number; Resolution
  3. List asbestos regulatory citations (e.g., OSHA), notices of violations (e.g., Federal and state EPA), penalties, and legal actions taken against the company including and of the company's officers (including damages paid) in the last 3 years. Provide copies and all information needed for verification.
- I. Submit information on personnel: Provide a resume; address each item completely; copies of certificates, accreditations, and licenses. Submit an affidavit signed by the contractor's competent person stating that all personnel submitted below have medical records in accordance with OSHA 29 CFR 1926.1101(m) and 29 CFR 1910.20 and that the company has implemented a medical surveillance program and written respiratory protection program, and maintains recordkeeping in accordance with the above regulations. Submit the phone number and doctor/clinic/hospital used for medical evaluations.
1. Competent Person(s)/Supervisor(s): Number; names; social security numbers; years of abatement experience as Competent Person/Supervisor; list of similar projects in size/complexity as Competent Person/Supervisor; as a worker; certificates, licenses, accreditations; proof of AHERA/OSHA specialized asbestos training; maximum number of personnel supervised on a project; medical opinion (asbestos surveillance and respirator use); and current respirator fit test.
  2. Workers: Numbers; names; social security numbers; years of abatement experience; certificates, licenses, accreditations; training courses in asbestos abatement and respiratory protection; medical opinion (asbestos surveillance and respirator use); and current respirator fit test.
    - a) Contractor and all supervisors shall have completed a four-day, EPA approved training course.
    - b) Asbestos abatement workers shall have completed a three-day, EPA approved training course.
    - c) All training, medical examinations, and respirator fit-testing shall conform to 8 CAL CODE OF REGULATIONS 5208 as well as 40 CFR, Part 763, Appendix C to Subpart E as applicable.
    - d) Submit documentation to the Owner that sixty (60) percent of the work force (exclusive of job foremen, superintendents, etc.) have at least one year's experience in asbestos abatement work.
    - e) Submit documentation to the Owner that sixty (60) percent of the project foremen, superintendents have had at least two year's experience in asbestos abatement work.
- J. Submit copies of State license for asbestos abatement; copy of insurance policy, including exclusions with a letter from agent stating in plain language the coverage provided and the fact that asbestos abatement activities are covered by the policy; information on who provides your training, how often; who provides medical surveillance, how often; who performs and how is personal air monitoring of abatement workers conducted; a list of references of independent laboratories/IH's familiar with your asbestos removal work activities.
- K. Rented equipment must be decontaminated prior to returning to the rental agency.
- L. Submit, before the start of work, the manufacturer's technical data for all types of encapsulants, all MSDS, and application instructions.



### Submittal Review & Approval Process

- A. Deliver to the owner two (2) original copies of submittal.
- B. All submittals shall be submitted in hard-cover, three-ring, loose leaf binders, properly indexed with tabs separating each section.
- C. Comply with progress schedule for a timely submission of submittals as they relate to work progress. Coordinate submittal of related items.
- D. Contractor shall review, sign and approve submittals, with notes required for his approval, prior to submittal to Consultant.
- E. After Consultant's review of submittals, revise and resubmit if required.
- F. Distribute copies of reviewed submittals to appropriate sub-trades and/or suppliers.

### Submittals Required During Asbestos Abatement

- A. The Competent Person shall maintain and submit a daily log at the regulated area documenting the dates and times of the following: purpose, attendees and summary of meetings; all personnel entering/exiting the regulated area; document and discuss the resolution of unusual events such as barrier breeching, equipment failures, emergencies, and any cause for stopping work; representative air monitoring and results (personal samples). Submit this information daily to the owners IH.
- B. The contractor's competent person shall document and maintain the inspection and approval of the regulated area preparation prior to start of work and daily during work.
  1. Removal of any poly barriers.
  2. Visual inspection/testing by the IH prior to application of lockdown encapsulant.
  3. Packaging and removal of asbestos waste from regulated area.
  4. Disposal of friable ACBM, PACM and ACM waste materials; copies of Waste Shipment Records/landfill receipts to the owner's representative on a weekly basis.

### Submittals Required at Completion of Abatement

- A. The contractor's competent person shall submit a project report consisting of the daily log book requirements and documentation of events during the abatement project including Waste Shipment Records signed by the landfill's agent. It will also include information on the containment and transportation of waste from the containment with applicable Chain of Custody forms. The report shall include a certificate of completion. All personnel samples must be submitted.

### General Utility Services Available

- Water - Existing service is available for the Contractor's use.
- Electrical Service - Existing service is available for the Contractor's use.

### Asbestos Abatement – Preparation of Work Area

#### Preparation of Work Area

When and where required, provide temporary power and lighting and ensure safe installation of temporary power source and equipment per applicable electrical code requirements and provide safety lighting and ground fault circuit interrupter (GFCI) as power source for electrical equipment.

## **Known Asbestos:**

### **Asbestos Drywall Joint Compound Material – (2% Chrysotile) – ACBM,**

(found within the PE locker Areas and ball storage – Boys and Girls (all areas– assume all floor mastic is asbestos containing))

### **Asbestos Floor Tile Mastic – (2% - 4% Chrysotile) – ACBM,**

(found within the PE locker Areas and ball storage – Boys and Girls (all areas– assume all floor mastic is asbestos containing))

### **Asbestos Floor Tile (9x9) – (3% Chrysotile) – ACBM,**

(found within the PE ball storage – Boys and Girls (all areas– assume all 9x9 floor tile is asbestos containing))

### **Asbestos Interior Wall Plaster Material – (<.1% Chrysotile)**

(found within the PE locker Areas, ball storage, all additional areas of the building  
(all areas– assume all plasters are asbestos containing))

### **Asbestos Exterior Stucco Material – (<.3% Chrysotile) – ACCM,**

(found on all areas of the building (all areas– assume all exterior wall stucco is asbestos containing))

### **Asbestos Rubber Seam Sealant on Roofs – (<.1% Chrysotile)**

(found on buildings PS1 and PS2 - all seam sealants on the roof of PS1 and PS2 is asbestos containing))

## **Assumed Asbestos:**

All building materials not sampled with in this sampling report shall be assumed asbestos containing until asbestos bulk sampling and analysis is conducted once exposed / discovered - Including but not limited to:

- **Floor Tile and Floor Tile Mastic** (under walls, cabinets, casework etc. Located in all Buildings)
- **Fire Door Insulation**
- **Vapor Barriers under Ceramic flooring**
- **Mirror mastics and adhesives behind restroom mirrors**
- **Pipe Insulation and Duct Insulations located within ceilings, walls, attics, and pipe chases**
- **Any Building materials that not listed within this sampling report**

## **Asbestos Exterior Stucco / Plaster Walls**

### **(<.3% asbestos containing – 1000 Point Count Verified)**

**The contractor is to follow all OSHA guidelines as it relates to this material including but not limited to California Code of Regulations, Title 8, Section 1529.**

**The exterior wall plaster / stucco will be removed prior to renovation activities by a DOSH certified contractor.**

The following will apply: Place asbestos warning signs and warning tape around the exterior removal area at a distance of 25 feet in all directions to create a regulated space. Construct an enclosure for the exterior wall plaster / stucco material that has been outlined for removal within the regulated space. Create a booth around the asbestos wall stucco / plaster for larger removal areas, or for removal areas approximately 1 foot squared, an asbestos glove bag removal process attached to the exterior wall at the point of the removal will be utilized. Seal the interior wall adjacent to the exterior wall stucco / plaster wall removal section is located to capture any debris that may be created on the opposite wall side. A drop cloth of 6 mil poly will be placed directly under the section of wall removal at distance of 10 feet in all directions. Ensure that fall protection is in place per fall protection guidelines as established by CAL/OSHA and FED/OSHA. All exterior wall plaster / stucco material will be removed using wet methods, using non-motorized hand tools to prevent excessive fiber release while completed within the removal areas. The material will be double bagged in labeled waste disposal bags and will be disposed of regulated asbestos containing material (RACM) Proper waste segregation of the asbestos waste must be achieved into leak tight containers for transport and disposal. Proper waste segregation of the asbestos waste must be achieved from the general construction waste generated from this project. A HEPA vacuum will be on-site during all of the asbestos removal / disturbance activities. All work areas will be thoroughly HEPA vacuumed during all cleanup activities. All newly exposed areas of wall material and into the wall

opening will be properly encapsulated. (The encapsulant will be pre-approved by WEST prior to use and must be accompanied by a MSDS sheet Disposal of the leak tight containers containing the asbestos waste will be at a landfill that accepts construction waste with trace levels of asbestos. The area will be free of dust and debris and pass a final visual inspection conducted by WEST prior to being released.

### **Asbestos Interior Wall / Ceiling Plasters (<.1% asbestos containing – 1000 Point Count Verified)**

**The contractor is to follow all OSHA guidelines as it relates to this material including but not limited to California Code of Regulations, Title 8, Section 1529.**

Asbestos containing interior wall / ceiling plaster materials showing asbestos levels below <.1% will be properly removed. The contractor is to follow all OSHA guidelines as it relates to this material including but not limited to California Code of Regulations, Title 8, Section 1529. This includes but is not limited to the follow:

- a. Wet removal methods
- b. Properly trained personnel on-site
- c. Prompt clean-up (at shifts end)
- d. Waste segregation and placement into leak tight containers for transport and disposal. (lined dumpsters)
- e. Disposal at a landfill that accepts construction debris that contains trace amounts of asbestos.

The following will apply: Demarcate entire perimeter of the wall removal area a minimum of 25 feet from the base of the structure using warning tape, delineators, and signs as regulatory required. Construct an enclosure for the interior wall / ceiling plaster material that has been outlined for removal within a controlled space. The controlled space will consist of 2 floors of 6 mil poly attached to the base of the walls (to assist with cleanup), critical barriers over all openings to the building consisting of 2 layers of 6 mil poly (to assist with dust control), and a clean room change area (1 stage) attached to the access door of the controlled space. Ensure that fall protection is in place per fall protection guidelines as established by CAL/OSHA and FED/OSHA. All interior plaster material will be removed using wet methods using non-motorized hand tools to prevent excessive fiber release. The material will be double bagged in non-labeled waste disposal bags will still located inside the containment, or loaded outside of the building into a lined waste dumpster that is attached to the regulated space. Proper waste segregation of the material must be achieved into leak tight containers for transport and disposal. Proper waste segregation of the material must be achieved from the general construction waste generated from this project. Prompt cleanup of all demolished material with trace amounts of asbestos must be completed – no later than the end of each work shift. A HEPA vacuum will be on-site during all the disturbance activities. All work areas will be thoroughly HEPA vacuumed during all cleanup activities. Disposal of the leak tight containers containing the materials with trace amounts of asbestos will be at a landfill that accepts construction debris that contains trace amounts of asbestos. The area will be free of dust and debris and pass a final visual inspection conducted by WEST prior to being released.

### **Asbestos Interior Wall / ceiling Drywall Joint Compound (2% asbestos containing building material ACBM)**

**The contractor is to follow all OSHA guidelines as it relates to this material including but not limited to California Code of Regulations, Title 8, Section 1529.**

The interior wall / ceiling drywall joint compound material will be removed prior to renovation activities by a DOSH certified contractor since the removal will disturb over 100 square feet of Asbestos Containing Building Material (ACBM).

Prior to renovation of the building, for asbestos containing interior wall / ceiling drywall joint compound materials will be properly removed. The contractor is to follow all OSHA guidelines as it relates to this material including but not limited to California Code of Regulations, Title 8, Section 1529.

The following will apply: Demarcate entire perimeter of the wall removal area a minimum of 25 feet from the base of the structure using asbestos warning tape, delineators, and signs. Construct an enclosure for the interior wall / ceiling drywall joint compound material that has been outlined for removal within a controlled space. The controlled space will consist of 2 floors of 6 mil poly attached to the base of the walls, critical barriers over all openings to the building consisting of 2 layers of 6 mil poly, and a decontamination unit (3 stage) attached to the access door of the controlled space. Ensure that fall protection is in place per fall protection guidelines as established by CAL/OSHA and FED/OSHA. All interior asbestos drywall wall / ceiling joint compound material will be removed using wet methods, using non-motorized hand tools to prevent excessive fiber release. The material will be double bagged in labeled waste disposal bags will still located inside the containment, or loaded outside of the building into a lined waste dumpster that is attached to the regulated space. Proper waste segregation of the ACBM must be achieved into leak tight containers for transport and disposal. Waste will be disposed of as friable asbestos waste. The friable waste will be disposed of at an EPA approved landfill that accepts friable asbestos waste (RACM). All work areas will be properly marked and signed with asbestos caution tape and bilingual warning signs conforming with 29 CFR 1926.200 & 29 CFR 1926.1101. The asbestos control areas will be located 10' from all asbestos removal. The area will be free of dust and debris and pass a final visual inspection and TEM final air clearance conducted by WEST prior to being released.

### **Asbestos Floor Tile and Asbestos Floor Mastic**

**Areas of Removal:** PE Locker Room areas and ball storage areas

**The contractor is to follow all OSHA guidelines as it relates to this material including but not limited to California Code of Regulations, Title 8, Section 1529.**

Asbestos floor tile and mastic removal will be conducted by a DOSH certified contractor.

Asbestos floor tile and asbestos floor mastic is expected to be under the existing cabinets, bookshelves, case work, false walls, and any other fixed object that conceals floor space within the buildings listed in this specification as well as the exposed flooring areas. The removal of any and all fixed objects that becomes necessary during the asbestos flooring removal to expose all asbestos flooring materials will be completed at the removal contractors' expense.

The contractor will demolish the existing cabinets, bookshelves, case work, false walls, and any other fixed object that conceals floor space within the building listed in this specification to verify the presence of asbestos floor tile and asbestos floor mastic. This will be conducted during the start of the project prior to any interior or exterior wall demolition activities. All floor tile and mastic from this project will be removed as asbestos containing – exposed floor tile and mastic and newly discovered floor tile and mastic.

For removal of the asbestos floor tile and mastic, block and seal openings where the release of airborne asbestos fibers can be expected. Seal off all openings including but not limited to windows, doors, duct openings, air vents, and any other penetrations to the work areas with 2 overlapping layers of 6 mil polyethylene sealed with duct tape. Install full walls with 1 layer of 6 mil polyethylene sealed with duct tape. Provide a 3-stage decontamination unit, contiguous to the work area (see decontamination enclosure system in this work plan for details).

The material will be removed wet (following the NESHAP Adequately Wet Guidance Manual) using non-motorized manual labor heavy bars and single bagged in 6-mil clear bags while within the containment area. The waste will be loaded out to the waste load out area and it will be placed within a second disposal bag, and then loaded through the waste load and placed into a lined and signed and locked disposal dumpster prior to the end of each daily shift. The non-friable waste stream generated by the carpet and floor tile removal will be disposed of at an approved landfill. After the tile has been removed from containment, mastic will be removed utilizing a chemical removal process adhering to the San Diego County APCD floor mastic removal compliance rules for type of approved solvents, licensing, and daily usage requirements. The mastic material will be removed wet using the pre-approved mastic removal solvent and single bagged in 6-mil asbestos labeled bags while within the containment area for waste disposal. The waste will be loaded out to the waste load out area and it will be placed within a second labeled disposal bag. The

double bagged mastic waste will then be loaded through the waste load out area and placed into a lined, signed and locked disposal dumpster prior to the end of each daily shift. The mastic waste will be properly disposed of according to the removal methodology used. (RACM disposal for mechanical means, non-RACM disposal if removed by hand) The friable and non-friable waste streams generated from this project will be properly segregated for on-site storage and disposal. All work areas will be properly marked and signed with asbestos caution tape and bilingual warning signs conforming with 29 CFR 1926.200 & 29 CFR 1926.1101. The asbestos control areas will be located 10' from all asbestos removal.

**Asbestos Sealant Material located on Metal Roofs**  
**(<.1% asbestos containing – 1000 Point Count Verified)**

**Areas of Removal:** Buildings PS1 and PS2

**The contractor is to follow all OSHA guidelines as it relates to this material including but not limited to California Code of Regulations, Title 8, Section 1529.**

Prior to renovation / demolition of the building, all asbestos containing exterior sealant materials located on the metal roofs with asbestos levels below <.1% will be properly removed. The contractor is to follow all OSHA guidelines as it relates to this material including but not limited to California Code of Regulations, Title 8, Section 1529. This includes but is not limited to the follow:

- a. Wet removal methods
- b. Properly trained personnel on-site
- c. Prompt clean-up (at shifts end)
- d. Waste segregation and placement into leak tight containers for transport and disposal. (lined dumpsters)
- e. Disposal at a landfill that accepts construction debris that contains trace amounts of asbestos.

The all asbestos containing exterior sealant materials located on the metal roofs with asbestos levels below <.1% will be properly removed by a DOSH certified contractor. Prior to the disturbance of the material, all on-site abatement staff conducting the stucco removal and waste segregation will follow all personal protective equipment (PPE) requirements as listed within this specification and as required by OSHA.

The following will apply: Demarcate entire perimeter of the wall removal area a minimum of 25 feet from the base of the structure using warning tape, delineators, and signs as regulatory required. Provide a 1-stage decontamination unit, contiguous to the work area (see decontamination enclosure system in this work plan for details) Place a single layer of 6 mil polyethylene sheeting (drop cloth) extending from the base of the building a minimum of 10 feet to assist with post removal cleanup and area HEPA vacuuming. Ensure that fall protection is in place per fall protection guidelines as established by CAL/OSHA and FED/OSHA. Wet materials continually with amended water solution to prevent excessive fiber release. All material will be removed using wet methods using hand tools and will be bagged in clear disposal bags while still located inside the control space or placed in a lined leak tight disposal dumpster segregated from all other waste streams. Per OSHA regulations the dumpster will be leak tight. All the waste debris including the poly drop cloths will be bagged and placed into the dumpster as described in this section. At the completion of the removal, all removal areas will be HEPA vacuumed including the ground below the drop cloths. The waste will be disposed of at a landfill that will accept construction debris with <.1% asbestos. All work areas will be properly marked and signed with asbestos caution tape and bilingual warning signs conforming with 29 CFR 1926.200 & 29 CFR 1926.1101.

**Assumed Asbestos Fire Door Insulation (Contractor to check all doors)**

Assumed: All Buildings

The following will apply as it relates to the potential of the doors to be removed to contain asbestos insulation: The contractor will remove door hardware on all doors at the school site for the buildings scheduled for renovation for any door that is scheduled to be removed. The owner's representative will inspect all doors for the presence of asbestos door insulation once the doors are exposed. All doors are to be assumed to be asbestos insulated until released by the owner's representative as non-asbestos insulated. As needed, remove asbestos insulated fire doors following this specification. Demarcate entire perimeter of the area a minimum of 10 feet from the base of the structure using asbestos warning tape, delineators, and signs. Place a six-mil poly drop cloth at the base of the door being removed. Remove all asbestos insulated fire doors from the door hinges being careful to not damage the fire door. The door hardware will be removed also using care to not disturb in asbestos insulation found within the fire doors. Store all door hardware as directed. The fire doors will be "burrito wrapped" in six mil poly, place asbestos warning stickers on the wrapped doors, and place the wrapped doors within a lined asbestos disposal dumpster. Waste will be disposed of as friable asbestos waste. The friable waste will be disposed of at an EPA approved landfill that accepts friable asbestos waste (RACM). All work areas will be properly marked and signed with asbestos caution tape and bilingual warning signs conforming with 29 CFR 1926.200 & 29 CFR 1926.1101. The asbestos control areas will be located 10' from all asbestos removal.

**Asbestos Removal Operations – Thermal System Insulation (Pipe Insulation)**

It is anticipated that asbestos thermal system insulation will be encountered during this project and removal of the material will become necessary. As needed, remove pipe insulation discovered within wall and ceiling areas following this specification. Place a single layer of 6 mil polyethylene sheeting on the floor directly beneath the area and extending a minimum of 10 feet in all directions. Completely wrap the pipe insulation in a glove bag and remove using a glove bag technique. All pipe insulation material will be single bagged since they will be already wrapped in the poly glove bag and disposed of as friable asbestos waste. All work areas will be properly marked and signed with asbestos caution tape and bilingual warning signs conforming with 29 CFR 1926.200 & 29 CFR 1926.1101.

**Glovebag Removal Systems - General work practices**

1. Glovebags shall be made of 6-mil thick plastic and shall be seamless at the bottom.
2. Each shall be installed so that it completely seals to the wall where the removal cut will need to take place.
3. Glovebags shall be smoke-tested for leaks and any leaks sealed prior to use.
4. Glovebags may be used only once and may not be moved.
5. Prior to disposal, removing air within glovebags using a HEPA vacuum shall be performed to collapse glovebags.
6. At least two persons shall perform the glovebag removals.

**Daily site view and clean-up procedures - Asbestos Removal Operations**

Each day, at the end of each shift during this project, the asbestos removal contractor will conduct a site review and cleanup of all interior and exterior work areas of the project site. This will include work areas for all of the on-site trades providing on-site services near or around the asbestos containing materials as listed within this specification. Any asbestos building material debris as called out within this specification that is encountered during the end of shift walkthrough will be promptly cleaned using wet methods and thoroughly HEPA vacuumed. WEST will be notified by the asbestos abatement contractor's on-site competent person (supervisor) on a daily basis of any asbestos debris encountered and cleaned.

**Personnel Decontamination Facility (PDF)**

**(Three stage - PDF)**

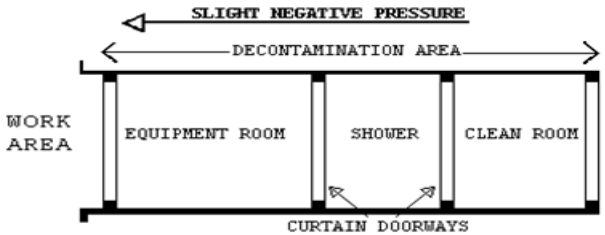
**Required for Floor Tile and Mastic removal if discovered**

1. **Clean Room:** The clean room must be physically and visually separated from the rest of the building to protect the privacy of personnel changing clothes. The clean room shall be constructed of at least 3 layers of 6 mil opaque poly to provide an air tight room. Provide a minimum of a 3 foot wide 6 mil poly opaque doorways. One doorway shall be the entry from outside the PDF and the second doorway shall be to the shower room of the PDF. The floor of the clean room shall be maintained in a clean, dry condition. Shower overflow shall not be allowed into the clean room. Provide 1 storage locker per person. A portable fire extinguisher, minimum 10 pounds capacity, Type ABC, shall be provided in accordance with OSHA and NFPA Standard 10. All persons entering the regulated area shall remove all street clothing in the clean room and dress in disposable protective clothing and respiratory protection. Any person entering the clean room does so either from the outside with street clothing on or is coming from the shower room in nylon shorts and thoroughly washed. Females required to enter the regulated area shall be ensured of their privacy throughout the entry/exit process by posting guards at both entry points to the PDF so no male can enter or exit the PDF during her stay in the PDF.

2. **Shower Room:** The Competent Person shall assure that the shower room is a completely water tight compartment to be used for the movement of all personnel from the clean room to the equipment room and for the showering of all personnel going from the equipment room to the clean room. Each shower shall be constructed so water runs down the walls of the shower and into a drip pan. Install a freely draining smooth floor on top of the shower pan. The shower room shall be separated from the rest of the building and from the clean room and equipment room using air tight walls made from at least 3 layers of 6 mil opaque poly. The shower shall be equipped with a shower head and controls, hot and cold water, drainage, soap dish and continuous supply of soap, and shall be maintained in a sanitary condition throughout its use. The controls shall be arranged so an individual can shower without assistance. Provide a flexible hose shower head, hose bibs and all other items shown on Shower Schematic. Waste water will be pumped to a drain after being filtered through a minimum of a 100 micron sock in the shower drain; a 20 micron filter; and a final 5 micron filter. Filters will be changed a minimum of daily or more often as needed. Filter changes must be done in the shower to prevent loss of contaminated water. Hose down all shower surfaces after each shift and clean any debris from the shower pan. Residue is to be disposed of as asbestos waste.

3. **Equipment Room:** The contractor shall provide an equipment room which shall be an air tight compartment for the storage of work equipment/tools, reusable personal protective equipment, except for a respirator and for use as a gross decontamination area for personnel exiting the regulated area. The equipment room shall be separated from the regulated area by a minimum 3 foot wide door made with 2 layers of 6 mil opaque poly. The equipment room shall be separated from the regulated area, the shower room and the rest of the building by air tight walls and ceiling constructed of a minimum of 3 layers of 6 mil opaque poly. Damp wipe all surfaces of the equipment room after each shift change. Provide an additional loose layer of 6 mil poly per shift change and remove this layer after each shift. If needed, provide a temporary electrical sub-panel equipped with GFCI in the equipment room to accommodate any equipment required in the regulated area.

4. The PDF shall be as follows: Clean room at the entrance followed by a shower room followed by an equipment room leading to the regulated area. Each doorway in the PDF shall be a minimum of 2 layers of 6 mil opaque poly.



### Personnel Decontamination Facility (PDF)

One Stage - Clean Room: The clean room must be physically and visually separated from the rest of the building to protect the privacy of personnel changing clothes. The clean room shall be constructed to provide washing facilities and cloths changing facilities. The floor of the clean room shall be maintained in a clean, dry condition. All persons entering the regulated areas shall remove all street clothing in the clean room and dress in disposable protective clothing and respiratory protection. Any person entering the clean room does so either from the outside with street clothing on or is coming from the regulated space. Females required to enter the regulated area shall be ensured of their privacy throughout the entry/exit process by posting guards at both entry points to the PDF so no male can enter or exit the PDF during her stay in the PDF. A double suit method will be utilized since the removal areas are 1 square foot and a shower system will not be in place.

### Requirements Prior to Commencement of Abatement

- Submittals are submitted and approved. Including an asbestos removal work plan submitted by the abatement contractor.
- Arrangements have been made for disposal of all asbestos waste at an acceptable site approved for asbestos waste. (Both friable and non-friable asbestos waste generated from this project)
- Notification has been made to the proper regulatory agencies as required. (APCD, OSHA)
- Arrangement have been made for containing, filtering, and/or disposal of wastewater resulting from showering and other abatement activities such as bag wash down and containment wall / floor washing.
- Work areas and decontamination enclosure systems are effectively segregated.
- Leak test has been conducted on dumpster or container.
- Tools, equipment and material waste receptacles are on site.
- All other preparatory steps have been taken and applicable notices posted, and permits obtained as required.
- A visitor and employee log in/log out system is in place at the job site. All persons entering the site will be required to sign in and sign out. All employees and visitors must present evidence of respirator training and fit testing along with a physician's approval to wear the respirator prior to entry into any restricted abatement area.

### Asbestos Abatement: Order of Operations

Work shall progress in the following order of operations:

- Site preparation as described above.
- Continually spray material with a wetting agent
- Removal of all asbestos materials as outlined
- Double bag or wrap all asbestos waste in 2 disposal bags or 2 layers of six mil poly.
- Wet clean / wash down all areas were the asbestos materials were removed.
- Wet clean all containment poly used in the setup of the asbestos removal areas.
- HEPA vacuum all areas were the asbestos materials were removed.
- Visual inspection by 3<sup>rd</sup> party
- Collection of Final Clearance Samples (collected by 3<sup>rd</sup> party)
- Remove polyethylene sheeting where applicable. (upon passing visual and final air clearance)
- Clean up site.
- Waste disposal

### Abatement Procedures / Environmental Control

Spray the asbestos materials with a mist of a wetting agent using spray equipment capable of providing a low-pressure application to reduce the release of fibers while in the asbestos removal area. Saturate the material sufficiently to wet it to the substrate without causing excess drippings prior to the removal.

Ensure all abatement activities are conducted in accordance with all local, regional, state and federal rules, regulations and directives (i.e., Environmental Protection Agency [EPA], Occupational Safety and Health Administration [OSHA],



and California OSHA [Cal/OSHA]).

Remove the saturated asbestos material within the work areas. Double wrap all disposal bags and glove bags with second container or bag for transport. Material shall not be allowed to dry out prior to double bagging and placing in the disposal dumpster.

Adhere to disposal authorities' size and weight requirements for containers (bags or packages).

All asbestos waste and contaminated material which has been bagged or wrapped in the work areas cannot be allowed to accumulate; all bagged or wrapped material must be placed in the dumpster or removed off site daily.

Bagged or wrapped material will be removed to waste bag-out area separate from the actual removal but still within the asbestos control / boundried area. Re-bag or re-wrap all material in a second 6-mil poly bag. Clean external surfaces of bags by wet sponging and place caution labels on containers in accordance with OSHA regulations 29 CFR 1926.1101.

### Respiratory Protection

As needed and regulatory required, provide workers with clean and properly maintained respiratory equipment approved by the National Institute of Occupational Safety & Health (NIOSH) and the Mine Safety & Health Administration (MSHA) as specified in 29 CFR 1910.134. If personal and area fiber levels are below 0.1 fiber/cc, air-purifying respirators equipped with HEPA filters may be employed. When employed, the Contractor shall provide a sufficient quantity of filters during the workday. The respirator filters shall be stored at the job site in the change room and shall be totally protected from exposure to asbestos prior to their use.

Single-use or disposable respirators will not be permitted. The contractor may start work in a North 7700 series, half-face negative pressure respirator equipped with a HEPA filter. This is based on numerous other asbestos removal projects with similar scopes of work where a satisfactory protection was achieved.

### Protective Clothing

As needed and regulatory required, provide workers with sufficient sets of protective full body clothing. Such clothing shall consist of full body coveralls and headgear. Provide eye protection and hard hats as required by applicable safety regulations. Non-disposable type protective footwear shall be left in the contaminated equipment room / regulated area until the end of the asbestos abatement work, at which time such items shall be disposed of as asbestos waste, or shall be thoroughly cleaned of all asbestos containing material. Disposable type protective clothing, headgear and footwear may be used and shall be disposed of as asbestos waste. Bare feet will not be permitted. Provide authorized visitors with suitable protective clothing, headgear, eye protection and footwear whenever they are required to enter work areas.

### Worker Protection Procedures

Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbances of asbestos or asbestos contaminated materials and until final clean-up is completed.

Remove street clothes, put on a respirator and clean protective clothing before entering the work area. Before entering the work area from outside the regulated spaces, each worker and authorized visitors shall put on a clean respirator with filters (where required) and dress in clean protective clothing as described in this specification.

Workers shall not eat, drink, smoke or chew gum or tobacco, or utilize sanitary (toilet) facilities at the work site except in established locations **outside** the regulated work areas, and enclosures. Provide and post, the decontamination and work procedures to be followed by workers as described in these specifications.

### **Environmental, Safety and Health Compliance**

Comply with all applicable laws, rules, and regulations of local, state, and federal, authorities regarding handling, storing, transporting and disposing of asbestos waste materials.

### **Fire and Emergency Response Plan**

The contractor will follow and adhere to the Fire and Emergency Response Plan as already employed by the owner. The on-site abatement supervisor to all abatement workers will discuss this during the start-up tailgate safety meeting.

### **Lock Out – Tag Out**

If needed, establish a program consisting of energy control procedures, employee training on the job site to discuss job specific hazards. When the asbestos removal poses a safety risk in relationship to any energized power source, the power will be isolated and locked out by use of a physical device that will be unable to be removed by any unknown party. If an energy source is not capable of being locked out, then incorporate a tag-out system. If a tag-out device is used on an energy isolation device which is capable of being locked out, the tag out device shall be attached at the same location that the lock out device would have been attached.

### **Fall Protection**

Engage a fall protection plan / program for the work associated with roofs, ladders, and high reach equipment use which possess a fall safety hazard. The plan shall be enforced by the on-site supervisor in charge of the project. A pre-construction safety meeting will be conducted by the onsite supervisor and all on site employees to review specific job hazards.

### **Air Monitoring**

Throughout the removal and subsequent cleaning operations, ambient (area) monitoring will be conducted by WEST - a third party consultant (California Certified Asbestos Consultant - CAC) Upon completion of all asbestos removal and site cleanup, post asbestos removal air sampling (TEM / PCM – based on type and amount of asbestos removed, and the means and methods employed. All personal air samples collected by the contractor will be analyzed by the laboratory of the contractor's choice, which has been pre-approved by the third-party CAC. The contractor's personal air samples will be analyzed at the contractor's expense.

Throughout the removal and subsequent cleaning operation, personal air monitoring shall be conducted by the contractor. Personal breathing zone samples shall be collected on a representative number of abatement employees daily to determine their 8-hour time weighted average (TWA) exposure to asbestos fibers in addition to one 30-minute sample each work shift to determine if the excursion limit (EL) of 1.0 f/cc is exceeded. Such samples shall be taken in order to establish an 8-hour TWA for each type of employee operation. Personal samples shall be collected at least every four hours. Analytical results of personal air samples will be available in order to supplement ambient air monitoring data. Analytical results will be available on a 24-hour turnaround basis, at pump shut off. The microscopist responsible for asbestos analysis has taken the NIOSH 582 course or equivalent, Sampling and Evaluating Airborne Asbestos Dust, which includes instruction on the NIOSH 7400 procedures.

**ALL air monitoring results provided to WEST shall include as a minimum for each sample the following:**

- |   |                                     |  |
|---|-------------------------------------|--|
| -Sample ID                                  | -Laboratory ID                      | -Date sample taken                           |
| -Filter area (in mm <sup>2</sup> ),         | -Flow (in liters/minute)            | -Time (in minutes)                           |
| -Graticule field area (in mm <sup>2</sup> ) | -Average count (fibers/field)       | -Blank count (fibers/field)                  |
| -Fibers/cc                                  | -Date sample was analyzed           | -Detection limit for each sample (fibers/cc) |
| -Location                                   | -Type of activity & employee's name |  |
| -Name of analyst                            |                                     |  |

Analysis shall be conducted according to 29 CFR 1910.1101, Appendices A and B which describe the OSHA Reference Method and which utilizes the acetone/triacetin sample preparation (or equal) procedures and a phase contrast microscope fitted with the Walton-Beckett eyepiece graticule.

No other trades or unauthorized personnel will access the regulated areas and asbestos control spaces until the area has been release by WEST.

The minimum amount of air samples collected per work area by the contractor will be:  
 1 30-minute STEL sample per day / 1 personal sample per 4 employees per day (per activity)

**Disposal – General Requirements**

The following waste generated from this project will be disposed of as construction debris containing point count verified trace levels of asbestos:

- **Exterior Wall Stucco** (<.3% Chrysotile) – Point Count Verified
- **Interior Wall / Ceiling Plaster** (<.1% Chrysotile) – Point Count Verified - point count results are attached
- **Exterior Roof Seam Sealant** (<.1% Chrysotile ACCM) – Point Count Verified

The following waste generated from this project will be disposed of as non-friable / non RACM:

- **Floor Tile** (3% Chrysotile) ACBM

The following waste generated from this project will be disposed of as friable / RACM:

- **Floor Tile Mastic (based on removal methods)** (2% - 4% Chrysotile) ACBM
- **Drywall Joint Compound** (2% Chrysotile) ACBM

Fire Doors, and concealed Pipe Insulations (as needed)

Dispose of asbestos waste at an approved disposal site in accordance with the requirements of the disposal authority. Submit document citation (manifests) regarding disposal to WEST. All disposal dumpsters used will be properly signed and placard while in use as required. Any RACM and Non-RACM waste will be carefully segregated for site storage, manifesting, transport, and disposal purposes. Any Friable ACBM / RACM and associated waste generated from this project will be disposed of as friable waste. Friable ACBM / Friable RACM waste, contaminated water, waste debris, bags, must be double bagged or double wrapped in 6 mil polyethylene plastic, printed owner labels attached, and properly goose neck taped and sealed, with a uniform hazardous waste manifest signed and approved by the owner. All asbestos waste generated from this project must be damp when delivered to the disposal site. A waste disposal dumpster or any EPA approved hazardous waste container system capable of being totally secured can be used for transport to the disposal site.

All loads are to be delivered in an enclosed vehicle. Each load must be accompanied by a Uniform Hazardous Waste Manifest. Copies of the Hazardous Waste Manifest shall be provided to the Owner.

All local, state, and federal requirements regarding disposal will be followed. Prior to disposal, the contractor shall supply all disposal information to the owner for approval. This includes the means of disposal, waste hauler, waste hauler credentials, storage facility to be used, storage facilities credentials, the landfill to be used, and the landfills credentials.

*Prepared By:*



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Certified Asbestos Consultant - CAC# 92-0703

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# **Asbestos Flooring Mastic Removal Compliance Advisory**

## COMPLIANCE ADVISORY

### **NOTICE OF APPLICABILITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTION 42301.6 TO ASBESTOS REMOVAL OPERATIONS CONDUCTED WITHIN 1000 FEET OF A SCHOOL USING ABRASIVE BLASTING EQUIPMENT, BEAD BLASTING EQUIPMENT, OR PORTABLE ASBESTOS MASTIC REMOVAL APPLICATION STATIONS**

California Health and Safety Code Section 42301.6 requires the Air Pollution Control Officer to provide public notice of projects that emit hazardous air emissions from District permitted equipment operated within 1000 feet of the outer boundary of a school. Projects that may emit asbestos or other hazardous air emissions from permitted abrasive blasting or bead blasting equipment, and portable asbestos mastic removal application stations, are subject to this requirement. The Air Pollution Control Officer shall, at the permit holder's expense, distribute or mail the public notice to the parents or guardians of children who are enrolled in any school that is located within one-quarter mile of the source and to each address within a radius of 1000 feet of the source.

The attached form must be submitted to the local Air Pollution Control District when asbestos or other hazardous air emissions may be emitted within 1000 feet of a school. The form must be submitted sufficiently in advance of the project's start date to allow the District to distribute or mail the public notice at least 30 days prior to the project's start. The Air Pollution Control Officer shall, at the permit holders' expense, distribute or mail the public notice to the parents or guardians of children enrolled in any school that is located within one-quarter mile of the source and to each address within a radius of 1,000 feet of the source. Late submittal of the form may necessitate a delay in the start of the project.

#### **Chemical Solvents - Notes**

1. The asbestos floor mastic from this project can be removed using a floor mastic removal solvent.
2. There does have to be a 45-day notification if the removal solvent has **vapor pressure greater than 0.2 mmHg @ 68 F** as stated on the solvent MSDS sheet and/or the contractors uses greater than 11 gallons per day. This notification is for removal at a school, and must be made to all residence within 1000 feet of the school. Any contractor using a solvent at these levels must also be permitted to do so.
3. A notification does not have to be made to APCD for an asbestos solvent removal technique for the following criteria. a) The contractor uses an APCD approved removal solvent. The solvents on this list which are exempt from permit requirements and public notification are those that have a **vapor pressure less than or equal to 0.2 mmHg @ 68 F**. To claim the exemption, the **daily usage** of these solvents must not exceed **11 gallons**. Daily usage records are required to document this exemption along with a copy of the solvent MSDS.

## **Lead Paint Specification – Lead Related Construction Work Chet Harritt Elementary School, Santee School District**

5/20/19

### **General Information**

**Owner:** Santee School District, 9619 Cuyamaca Street, Santee, CA. 92071

**Owner Point of Contact:** Christina Becker, Director II, Facilities Planning and Construction, (619) 258-2323

**Areas of Construction:** PE Locker Room Building to Classroom Conversion Project

**Initial Lead Sampling Completed by:** All State Environmental – See report dated 4/16/19 for additional details

**Lead Paint XRF readings indicate the following positive readings:**

**Known Lead Paint:** No Lead Paint Was Discovered During the Initial sampling report completed for this project (However, some painted surfaces may contain levels of lead below 1.0 mg/cm<sup>2</sup>, which could create lead dust or lead contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding)

**Known Lead Materials:** Restroom sinks, Restroom Toilets, Porcelain Sinks, Porcelain Drinking Fountains,

The above listed is a breakdown of the lead materials that are known or presumed lead, and that are assumed to be impacted by this project. This project is not a lead abatement project. The lead activities on this project are being conducted due to the demolition of buildings listed. These areas called out and any estimated quantities listed in the lead sampling report or this specification are merely the consultant’s estimate (prepared by WEST and Allstate) and are to be field verified by the contractor.

The lead removal specification in place for this project is to work in conjunction with all local state, and federal regulations / requirements concerning lead in construction. Contactor is required to follow all local, state, and federal regulations / requirements concerning all aspects of working around lead materials whether stated in the removal specification or not. For any conflict that arises between the lead removal specification and any regulations / requirements, the most current and most stringent will apply.

Since the buildings listed above are undergoing renovation / demolition, **all construction personnel** performing the construction work should be properly trained in lead-related construction. California regulations define lead-related construction work as, “Construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of any residential, public or commercial building, including preparation and cleanup, which, by using or disturbing lead containing material or soil, may result in significant exposure of individuals to lead.”

To also protect against this risk of lead exposure, on April 22, 2008, EPA issued the [Renovation, Repair and Painting Rule](#). It requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes, child care facilities and **schools** be certified by EPA and that they use certified renovators who are trained by EPA-approved training providers to follow lead-safe work practices. Individuals can become certified renovators by taking an eight-hour training course from an EPA-approved training provider.

**CAL-OSHA Regulations (Title 8 CCR Section 1532.1 and 29 CFR 1926.62) apply to all construction work where an employee may be occupationally exposed to lead, and therefore may be applicable to renovation or demolition projects involving paints with any concentration of lead.**

**When conducting construction activities, which disturb lead in any amount or that may create an exposure to workers, the employer is required to provide worker protection and conduct exposure assessments. All California employers should consult Cal-OSHA Regulations at Title 8, 1532.1, “Lead in Construction” standards for complete requirements.**

## **PART 1-GENERAL**

### **1.01 RELATED DOCUMENTS**

Drawings, Contract Documents, and other Technical Specification sections apply to work of this section.

### **1.02 Known and Assumed Lead Painted Areas associated with the demolition project.**

All paint found within the exterior and interior of this project will be treated as lead paint until released by the owner’s representative or WEST. This will include a review of all historical data, current sample results, and negative exposure assessments (NEA). Any present or passed NEA’s will be provided by the contractor for the review of the consultant as it relates to work practices around lead.

### **1.03 SUMMARY OF WORK**

- A. Perform all planning, administration, execution, and cleaning necessary to safely remove and/or work around lead paint, as required as part of this contract in association with the activities scheduled to take place as indicated in the Contract Documents, exercising due care and utilizing proper protective measures as necessary to prevent personnel exposures and environmental contamination.
- B. Identify location of all lead paint to be removed as indicated within the bid specifications and as identified during the pre-construction job walk and outlined in this section.

### **1.04 SCOPE OF WORK**

- A. Reference any demolition key notes listed on any of the demolition floor plans if provided by the owner and the lead removal specification for this building. If any demolition activities within this building come within a direct path with any of the lead materials, the contractor will take necessary actions in working in and around the lead materials as listed, following the lead removal specification that is in place. All painted materials will be treated as lead containing whether stated or not within the lead removal specification. Several areas that contain asbestos and have been listed within the asbestos removal specification that has been prepared for this modernization are also painted. Cross reference the asbestos removal specification and the lead paint removal specification for details.

Damage to the paint containing lead is not anticipated - reference both the lead specification and the asbestos specification during this project

1. Remove and properly dispose of any Restroom sinks, Restroom Toilets, Porcelain Sinks, and Porcelain Drinking Fountains as lead Containing.
2. Remove paint which contains any amount of lead (which is in good condition) from lead painted materials only as necessary to provide a clean surface for cutting, welding, or torching.
3. Properly package, characterize, transport and dispose of lead painted materials, paint "chips" and associated debris, cleaning materials and used personal protective equipment.
4. All building materials with paint attached, construction debris with lead painted building components, lead removal components, all associated removal debris and restroom fixtures from the abatement shall be tested using the WET METHOD (TTLC and then TCLP, and/or STLC) as required for hazardous waste disposal. The collected small debris and paint chips that are to be disposed of by the contractor will most probably be classified as a hazardous waste. Characterize packaged waste prior to removal of waste from the site. All waste stream sampling as listed will be completed by the removal contractor on behalf of the general contractor – removal waste stream and construction demolition waste stream sampling and reporting.
5. Transport the packaged lead painted waste to an approved landfill and dispose of following disposal requirements based upon profile sampling. (Notify the owner how the waste will be disposed of prior to the waste leaving the site)



6. Perform personnel lead exposure monitoring and biological monitoring as required for the safety of the Contractor's workers.
7. **The lead abatement contractor, on behalf of the general contractor, shall conduct all demolition debris waste pile sampling prior to disposal of demolition debris containing painted surfaces. (Debris sampling following the State of California waste stream sampling criteria)**
8. The general contractor shall notify all employees and sub-contractors of the presence of lead materials that may be in a direct path of their construction / demolition activities. General lead awareness shall be completed for all personal that may come in contact with lead materials as part of this construction project.

**B. Work Not Included.**

1. Environmental air monitoring (and clearance sampling - if needed) for the Owner.

**1.05 SUBMITTALS**

- A. Provide submittals to the Owner's Representative at appropriate times in the execution of the Work to allow for sufficient and prompt review by Owner's Representative. Revise and resubmit as necessary to establish compliance with the specified requirements.
- B. Submit complete bound sets of the submittals as described. Submit separate sets entitled "Pre-Job Submittals" and "Post-Job Submittals".

**1.06 WORKSITE CONDITIONS**

Worker and Visitor Procedures: The Contractor is hereby advised that the U.S. Government has determined lead to be a POISON. Contractor shall provide workers and visitors with respirators which, as a minimum, shall meet the requirements of OSHA and protective clothing during preparation of system of enclosures, prior to commencing, during actual lead removal, and until final clearance tests are accepted.

**1.07 WORKER PROTECTION**

It is the responsibility of the Contractor to maintain adequate protective equipment and procedures for all his employees and those of subcontractors and suppliers at all times, and to instill in them a high level of safety-consciousness for the duration of the Project as they relate to all lead requirements for work being completed in the State of California.

**1.08 QUALITY ASSURANCE (All to be included as submittals)**

**Medical Examinations**

Before exposure to lead-contaminated dust, provide workers with a comprehensive medical examination as required by 29 CFR 1926.62 and 29 CFR 1926.103. The examination will not be required if adequate records show that employee has been examined as required by 29 CFR 1926.62 within the last year. Also required is baseline biological monitoring consisting of blood lead level and Zinc Protoporphyrin (ZZP) with 2 weeks prior to job assignment. Other requirements as defined in title 8 CCR 1532.1 also apply. All persons who may be exposed to lead shall be given a comprehensive physical as required in the lead standard. This physical shall include a base line lead in blood test to prove that blood lead levels are less than 25 ug of lead per 100 grams of whole blood.

**Medical Records**

Maintain complete and accurate medical records of employees for a period of at least 40 years or for the duration of employment plus 20 years, whichever is longer.

**Training**

The on-site consultant shall verify that each employee performing paint removal, disposal, and air-sampling operations has received training prior to the time of initial job assignment, in accordance with local, state,

and federal standards. (Lead in construction Training in accordance with title 8 CCR 1532.1 as a minimum) Only properly trained and certified lead workers shall be allowed inside the exclusion areas during removal or cleaning. All on-site sub-trades that may be exposed to any amount of lead or come in contact with lead, shall receive Lead in construction Training in accordance with title 8 CCR 1532.1 as a minimum

**Training Certification**

Contractor will submit certificates signed and dated by the training facility and by each employee stating that the employee has received training all required lead training. A pre start training/meeting will take place with all employees cover specific hazards associated with this project.

**Personal Protective Equipment (PPE):**

All personnel who will be authorized to enter the areas of potential contamination will be fully qualified to wear respiratory protection as defined in 29 CFR 1910.134, 29 CFR 1926.62, Title 8 CCR 1532.1 and Title 8 CCR 5144. The abatement contractor will assure that such personnel have received medical approval to wear respiratory protective equipment, and have successfully been fit tested with the brand, model and size of respirator that will be worn. Documentation of medical fitness and fit testing will be provided. These requirements will remain in effect for all personnel who enter the work area until air-monitoring results demonstrate that airborne levels of lead dust are below 30 micrograms per cubic meter of air, and wipe-testing protocol proves that the areas are safe for unprotected habitation.

The level of respiratory protection assigned will be based on the results of monitoring for airborne lead fumes and dust in the work area. The results of the air monitoring will be submitted to the owner. The requirements for various levels are:

<u>REQUIRED RESPIRATORS</u>	<u>AIRBORNE CONCENTRATION OF LEAD OR CONDITION OF USE</u>
Half-face air purifying respirator equipped with high efficiency filters	Not in excess of 0.5 mg/M <sup>3</sup> (10 X PEL)
Full-facepiece air purifying respirator equipped with high efficiency filters	Not in excess of 2.5 mg/M <sup>3</sup> (50 X PEL)
Supplied-air respirator with full face piece hood, helmet or suit, operated in positive pressure mode.	Not in excess of 100 mg/M <sup>3</sup> (2000 X PEL)
Full-facepiece, self-contained breathing apparatus operated in positive pressure mode	Greater than 100 mg/M <sup>3</sup> Unknown concentration or fire fighting

All respirators and cartridges shall be NIOSH approved for lead dust and fumes. All personnel shall initially wear at least a half faced negative pressure respirator with approved cartridges for lead dust, mists, and fumes for paint scraping. **(Contractor to submit a respirator protection program)**

In addition to the initial fit test for the brand, model and size of respirator to be worn by each assigned worker, a field fit test to determine that the face piece properly seals will be performed each time the respirator is put on.

The following steps will be taken:

- a) Adjust the respirator to the face according to the manufacturer’s instructions.
- b) Cover the air inlets with the palms of the hands.
- c) Gently inhale so that the face piece collapses slightly.

- d) Hold your breath for ten (10) seconds.
- e) The respirator shall remain slightly collapsed with no inward leaks detected.
- f) Close off the exhalation valve with the palms of the hands.
- g) Exhale gently.
- h) A small buildup of positive pressure, with no outward leaks,
- i) indicates a good fit.

All workers assigned to lead abatement related work will be provided sufficient sets of protective full-body disposable clothing. The suits will be taped at the wrist and ankles prior to entering the work area. Additional protective clothing will consist of disposable gloves, foot coverings and headgear. Eye protection and hard hats will be provided and shall be worn by all personnel in the exclusion or abatement areas.

Furnish each employee required to wear a negative pressure respirator or other appropriate type with a respirator fit test at the time of initial fitting and at least every 6 months thereafter as required by 29 CFR 1926.62. Establish and implement a respiratory protection program as required by ANSI Z88.2, 29 CFR 1926.103, 29 CFR 1926.62, 29 CFR 1926.55.

#### **Hazard Communication Program**

Establish and implement a Hazard Communication Program as required by 29 CFR 1926.59.

#### **Employee Information, Training and Certification**

The employer shall provide information about lead hazards, according to the hazard communication standard (section 5194 cal/OSHA Lead in Construction Standard) to all employees exposed to lead.

For all employees exposed to lead at or above the action level (AL) on any day, exposed to lead compounds that cause eye or skin irritation, or who perform any of the specified trigger tasks, the employer shall provide initial (pre-placement) training that includes all of the required content from the OSHA standard and its appendices.

#### **Hazardous Waste Management**

Contractor will submit a Hazardous waste management plan to the owner prior to beginning any lead paint work. Federal, State, and Local hazardous waste regulations will be followed as well as these items that are to be addressed in the contractor submitted plan:

- a. Proper notification and site posting prior to any lead paint activities or disturbance. This may include but is not limited to reporting to CDPH (form 8551- at least 5 days before conducting lead-related construction work), Cal OSHA notifications (at least 24 hour before conducting lead-related construction work involving any of the trigger tasks listed in the OSHA standard) and required site/tenant postings.
- b. Identification of hazardous wastes associated with the work.
- c. Estimated quantities of wastes to be generated and disposed of.
- d. Names and qualifications of each contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location and a 24-hour point of contact.
- e. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.
- f. List of waste handling equipment to be used in performing the work, to include cleaning, volume reduction, and transport equipment.

- g. Spill prevention, containment, and clean-up contingency measures to be implemented.
- h. Work plan and schedule for waste containment, removal and disposal. Wastes shall be cleaned up and containerized daily.

### **Safety and Health Compliance**

In addition to the detailed requirements of this specification, Contractor shall comply with laws, ordinances, rules, and regulations of Federal, State, and Local authorities regarding removing, handling, storing, transporting, and disposing of lead waste materials. Comply with the applicable requirements of the current issue of 29 CFR 1926.62.

### **Competent Person**

The contractor shall have a competent person on site all times during the lead paint activities performing duties in accordance with 1926.62. They will be performing the following;

- A. Certify that training has meet all federal, state, and local requirements.
- B. Review and approve lead based paint removal plan for the conformance to the applicable reference standards.
- C. Continuously inspect lead based paint removal work for conformance with the approved plan.
- D. Perform air and wipe sampling as required.
- E. Ensure that work is performed in strict accordance with the specs at all times.
- F. Control work to prevent hazardous exposure to human beings and to the environment at all times.
- G. Certify the conditions of the work as called for in the specifications.

## **PART 2 - PRODUCTS**

### **2.01 PRODUCT HANDLING**

- A. Deliver all materials as described in this Section in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.
- B. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
- C. Remove from the premises all damaged or deteriorating materials. Dispose of materials that become contaminated in accordance with applicable regulatory standards.

### **2.02 Lead Paint Operations Materials**

- A. Industry standard lead paint operations removal materials. (To be listed in contractor’s submittal package)
- B. Provide 30-gallon heavy duty type "17E" closed head, leak tight steel drums with tight sealing locking metal tops.
- C. Provide paint sealant to be applied after loose and peeling paint has been removed from newly scarped painted surfaces. The paint sealant material is to be applied by the lead removal contractor. The paint stripper product is to be pre-approved by the owner prior to commencement of work.

### **2.03 EQUIVALENT PRODUCTS**

The owner will consider equivalent products or materials by other manufacturers for approval if submitted with appropriate information to the owner’s representative not later than five days prior to the scheduled time for the material to be used. Minimum information shall include Material Safety Data Sheet (MSDS) and application recommendations for use on specific materials identified on this project.

### **2.04 TOOLS AND EQUIPMENT**

A. Tools and equipment as specified in this specification and as industry standard for lead paint removal.

## **PART 3 - EXECUTION**

The following general sequences of work are intended to provide guidance for performing the Work. Contractor shall address its specific sequencing in its work plan. Contractor to have a CDPH certified lead supervisor on site at all times during lead related activities. The reason for this plan will be the renovation of the School.

### **3.01 GENERAL**

Prior to entry, personnel will remove street clothing and put on respiratory protection, clean coveralls, head coverings and foot coverings. Hard hats will be worn at all times. At least two sets of disposable coveralls shall be worn when inside the restricted work area.

Clean respirators and protective clothing will be provided and utilized by every person entering the work area. Personnel in designated personal protective clothing will then proceed to the work area.

Before leaving the work area, personnel will remove any gross contamination from the outside of the respirators, their boots, and other protective clothing by vacuuming themselves off with the HEPA vacuum. Personnel will proceed to peel off at least the outer protective disposable suit and place it into a properly labeled disposal barrel located near the designated exit site. The contractor may provide a shower, but it is not required for the paint scraping. If a shower is not supplied by the contractor, then an area for washing the hands and face of the workers in an area segregated from the work area is required. Personnel will only be HEPA vacuuming themselves off prior to leaving the lead restricted zones for scraping. They will first vacuum themselves off, and then go into the clean room to dress out in clean clothes. All protective equipment, and other contaminated equipment will be placed into labeled containers or plastic bags while still inside the restricted zones or containments. Equipment that is to be removed from the hazard zone shall be contained or bagged as described, or it shall at a minimum be wet wiped down or HEPA vacuumed prior to exiting the contained lead work areas.

All wastewater from showering (if there is showering), and other waters used for cleaning must be tested for disposal. It is, therefore, required that all water from cleaning or decon operations be stored in an onsite container(s).

Water for emergency eyewash and drinking shall, also, be provided at the decontamination site.

Place all tools, staging, etc. necessary for the work in the area to be isolated prior to erection of plastic sheeting drop cloths and boundary work enclosures.

Contractor shall shut down and lock out all electrical power to the area. Contractor shall wire in temporary power as specified from outside the work area for abatement activities. This includes lighting inside enclosure unless it is rated for a wet location.

#### **Construct Temporary Facilities**

1. Owner may designate an area on-site for Contractor's use as a temporary hazardous waste storage site. Contractor is responsible for security of hazardous waste from the time it is generated until its ultimate disposal at the landfill.

2. Construct decontamination units for lead paint work as specified.
3. Inspect containers for leaks or corrosion weekly and keep written records of inspections on site.

### **3.02 CONTROL ACCESS**

- A. Permit access to the lead-contaminated work areas only through the decontamination unit. All other means of access shall be closed off and sealed and warning signs displayed on the clean side of the sealed access.

Warning signs printed in English will be posted at the perimeter of the restricted area to provide notice of potential airborne lead. The signs will be located at regular intervals and at such a distance that personnel may read the signs and take necessary precautions required prior to entering the area. Signs shall conform to 29 CFR 1926.62 (m). The sign shall be at least 20" by 14" displaying the following legend in the lower panel:

**WARNING  
LEAD WORK AREA  
POISON  
NO EATING, DRINKING, OR SMOKING**

Entry and exit routes will be established and clearly marked. Control of site entry and exit will be established before the project begins.

Employee and authorized personnel will enter the containment areas through a worker site egress and exit site which must be at the decontamination site located at a convenient entry and exit point to building areas. Anyone who enters a work area must read this plan and will sign an entry log upon entry and exit. All pertinent information, like the abatement plan, will be posted at this entrance and exit site.

Prior to entering the work area, personnel will read and become familiar with all posted regulations, personal protection requirements and emergency procedures. A sign-off sheet will be used to acknowledge that these procedures and regulations have been received and understood by all personnel.

Engineering controls will be established and maintained to control lead dust: including the establishment and maintenance of the lead control area, decontamination system and continuous misting and HEPA vacuuming by experienced, trained, certified abatement personnel from the abatement contractor.

### **3.03 Preparation / Execution**

- A. **General Set up Operations – Only needed if newly lead painted materials are discovered**

Because of the low risk associated with this type of lead abatement, a full containment for lead abatement is not required. Lead safe work practices will be followed per title 17. There will be at least a lead restricted zone around all sites of paint scrape, and preparation for the scraping will be in accordance with the 1995 HUD Guidelines, Chapter 8, Tables 8.1 through 8.3.

1. Provide warning signs and barrier tape to demark the lead paint work area.
2. Provide drop cloths of six mil polyethylene sheeting at the base of materials to be addressed. Extend drop cloths a minimum of six feet beyond the area(s) where lead painted materials will be scraped.
3. Install critical barriers consisting of one layer of 6-mil reinforced polyethylene sheeting. Ensure that all barriers remain effectively sealed and taped for duration of abatement and subsequent cleaning. Visually inspect enclosure at the beginning of each work period. Repair damaged barriers and remedy defects immediately upon discovery. Contractor shall be responsible for environmental cleanup of areas contaminated due to failure of critical barrier system.

4. Construct separate worker decontamination units in compliance with OSHA guidelines concerning number, size and placement of airlocks, etc. Shower in worker decontamination unit shall open into airlock on both contaminated and uncontaminated sides. Construct decontamination units of appropriate materials (including plywood and plastic sheeting). Shower in personnel decontamination unit shall contain both hot and cold running water. Supply sufficient shower units to comply with OSHA regulations. Post OSHA decontamination procedures in change room and equipment room for duration of Project. Decontamination units shall be constructed weather tight and shall have a lockable door. Provide keys for decontamination door to Owner and Engineer.
5. Install waste water collection system. Collect shower and wash water for characterization and disposal. Shower and wash water shall be segregated from other waste, filtered through filters having not more than 5 micron pore size, and characterized for disposal as a separate waste stream. Dispose of used filters with solid waste. Install a sump pump of sufficient capacity to collect twice the amount of waste liquid and sludge expected to be produced.
6. Notify Abatement Consultant for observation and acceptance of all critical barriers, HEPA filtration systems, and decontamination units before proceeding.

**B. Paint Stabilization (addressing loose and flaking paint)**

**Only needed if newly lead painted materials are discovered.**

1. Prepare work area as previously specified in Paragraph 3.03 of this section. For Exterior loose and flaking paint stabilization prepare the work area as stated 3.03 of this specification and follow exterior work practices. Work area shall consist of those areas where paint is in poor condition or cutting may occur. (The intent is not total removal of paint but the stabilization of paint which may delaminate from the substrate during re-painting operations).
2. Remove lead paint which is in poor condition. Acceptable methods include wire brushing, or scraping. Do not use chemical strippers for removal of paint in poor condition. There shall be no visible emissions from any lead remediation work. All lead abatement work shall be done under wet conditions. Hand methods shall be used to remove the loose and flaking paint chips. All paint chipping and scraping must / shall be done in such a manner as to preclude any emissions of lead dust. The contractor shall keep the dust down to bare minimum levels. Once removed, the immediate areas inside the containment shall be cleaned up by HEPA vacuuming and wet wiping and HEPA vacuuming again. The abatement contractor must spray water mist to keep dust levels down, and HEPA vacuum up dust and any loose debris from the poly that shall be placed on the floor / soils/ pavements during scraping to catch debris. The abatement contractor will HEPA vacuum, wet wipe, and HEPA vacuum again and the conclusion of scraping. The abatement contractor shall not use dry sweeping to clean up any loose leaded debris.
3. Only approved ladders or scissors lift shall be used to elevate workers, if necessary. All workers who are required to work at heights above four feet shall be equipped with lifelines and harnesses.
4. All paint flakes, and other debris that is generated from this operation shall be lightly wet wiped up by hand or HEPA vacuumed and placed into a clearly labeled hazardous waste container. All lead paint chips, dust and debris shall be waste profiled prior to disposal per Federal, State, and local requirements.
5. The debris from the abatement shall be tested using the WET METHOD (TTLC and then TCLP, and/or STLC) as required for hazardous waste disposal. The collected small debris and paint chips that are to be disposed of by the contractor will most probably be classified as a hazardous waste.
6. The abatement contractor shall ensure that all areas of lead scrape are thoroughly clean and free of dust and paint chips.

7. Package lead painted debris for waste characterization and transportation to disposal site following the disposal plan in this work plan.

If building material / substrate cutting is required where lead paint is present, remove lead paint from areas where cutting will occur. Remove paint from a strip no less than 12 inches wide. Acceptable methods include chemical strippers and full scraping.

- a) Conduct area set up as listed above. (Section 3.03)
- b) Perform paint stripping operations in accordance with manufacturer's directions (including the recommended personal protective equipment).
- c) Perform the operation over a drop cloth to catch any paint chips which may be generated.
- d) Clean surface in accordance with manufacturer's recommendations. Use minimal amount of liquids necessary to remove stripper and lead paint materials.
- e) Segregate waste from chemical stripping operations for disposal as a separate waste stream.
- f) If painted materials must be cut into manageable pieces, use methods that will minimize dust. If open flame cutting methods are used in conjunction with chemical strippers, Contractor shall take adequate precautions to ensure against fire and explosion.

**C. General Set up Operations – Lead Removal**

**(Requiring Containment – Not anticipated on this project – only if needed for undiscovered materials)**

1. Install critical barriers consisting of one layer of 6-mil reinforced polyethylene sheeting supported on a wood framework.
  - a. Critical barriers shall be constructed to completely enclose the work areas platforms.
  - b. Critical barriers and framing shall be constructed in a weather tight fashion to resist the elements (including wind loads) expected to be encountered during the work.
  - c. Ensure that all barriers remain effectively sealed and taped for duration of abatement and subsequent cleaning. Visually inspect enclosure at the beginning of each work period. Repair damaged barriers and remedy defects immediately upon discovery. Contractor shall be responsible for environmental cleanup of areas contaminated due to failure of critical barrier system.
2. Install adequate number of sleeves in barriers and plastic sheeting to allow access for negative air exhaust. Construct sleeves with flaps to close when not in use.
3. Install HEPA filter-equipped air filtration devices to create a negative pressure within the work area. Air filtration devices shall comply with ANSI Z9.2-79, Local Exhaust Ventilation, and shall be positioned to create air flow from the decontamination units through the work area, without "dead air" pockets. Ensure that the air within the workspace is changed at least once every 15 minutes. Install continuous reading manometer to document that negative pressure is maintained in the work area.
4. Shower facilities, soap and towels shall be provided, where feasible, for employees exposed to lead above the PEL. Construct separate worker decontamination units in compliance with OSHA guidelines concerning number, size and placement of airlocks, etc. Shower and worker decontamination unit shall open into airlock on both contaminated and uncontaminated sides. Construct decontamination units of appropriate materials (including plywood and plastic sheeting). Shower in personnel decontamination unit shall contain both hot and cold running water. Supply sufficient shower units to comply with OSHA regulations. Post OSHA decontamination procedures in change room and equipment room for duration of Project. Decontamination units shall be constructed weather tight and shall have a lockable door. Provide keys for decontamination door to Owner and Engineer.



5. Install waste water collection system. Collect shower and wash water for characterization and disposal. Shower and wash water shall be segregated from other waste, filtered through filters having not more than 5 micron pore size, and characterized for disposal as a separate waste stream. Dispose of used filters with solid waste. Install a sump pump of sufficient capacity to collect twice the amount of waste liquid and sludge expected to be produced.
6. Provide drop cloths of six-mil polyethylene sheeting under the work to be performed. If necessary, provide walking surfaces of plywood or cardboard to prevent slip hazards.
7. Maintain emergency and fire exits from the work areas, or establish alternative exits satisfactory to fire officials.
8. Notify Abatement Consultant for observation and acceptance of all critical barriers, HEPA filtration systems, and decontamination units before proceeding.
9. Proceed with material removal / demolition utilizing non-motorized hand tools. The contractor shall outline the lead removal operations in the submittal to be submitted prior to commencement of the project.

#### **Air & Environmental Monitoring**

Sampling of airborne concentrations of lead dust will be performed in accordance with 29 CFR 1926.62 and Title 8 CCR 1532.1. Air monitoring will be conducted by the designated competent person. Wipe sampling may also be utilized during the project to ensure lead control areas are adequate and are not being breached.

Area monitoring will be conducted each shift during the abatement process at the designated limits of the control areas.

The contractor shall collect personal samples, at his expense, for those workers who are anticipated to be at the greatest risk of exposure as determined by the onsite supervisor. Air samples will be taken on at least 25% of the work crew or a minimum of 2 persons; whichever is greater, during a work shift. If the quantity of airborne lead dust monitored at the designated limits at any time exceeds 30 ug/M<sup>3</sup> all work will be stopped and the owner's representative shall be immediately called to direct correction of the conditions causing the increased levels and notify the abatement contractor. The owner's representative shall review the sampling data taken during that day to determine if conditions require any further change in work methods. Work shall resume when approval is given by the owner's representative. If adjacent areas are contaminated, the areas will be cleaned, monitored and visually inspected.

#### **Cleanup and Final Clearance Testing**

- A. Provide general clean-up of work area concurrent with the scrapping of lead paint. Do not permit accumulation of debris on workspace floor.
- B. At the owner's option, wipe samples will be collected around the various lead operation work areas and in "clean rooms" of decontamination units to document effectiveness of Contractor's isolation practices (keeping lead contamination localized). If samples indicate levels higher than background levels, Contractor will be required to perform clean up of contaminated areas at its own expense.
- C. The Owner's representative shall conduct containment/control area effectiveness air monitoring prior to, and throughout, stabilization and cleaning operations. If environmental sampling indicates lead levels higher than background levels, Contractor will be required to perform clean up of contaminated areas at its own expense.
- D. Lead Operations / Clean Up and Clearance Testing
  1. HEPA-vacuum all surfaces to remove loose debris. Wipe all surfaces with a solution of trisodium

- phosphate (TSP) and water to remove dust and film. Dispose of wipers frequently to avoid spreading contamination. Re-HEPA vacuum all surfaces that have been wiped down.
3. Notify the owner’s representative for observation to determine completeness of cleaning.
  4. The competent person will conduct a thorough visual inspection before there is any final clearing of the hazard or restricted zone. Once the criteria for visual inspection has been satisfied, final clearance wipe samples will be taken and analyzed. Upon notification from the owner’s representative that work area is visibly clean, the owner’s representative will oversee Final Clearance testing. Guidelines require that contaminated sites be cleaned free of lead below 40 micrograms per square foot of horizontal non porous floor surfaces, and less than 250 micrograms per square foot for interior horizontal window surfaces, and less than 400 micrograms per square foot for exterior horizontal surfaces. The results from the air monitoring and wipe testing will be submitted to the Owner and the abatement contractor. Cleaning will continue, if necessary, until these clearance criteria are met. The barriers and signs establishing the containment will not be removed until these final visual clearance criteria have been met.
  5. Upon notification from the Owner’s representative that lead final clearance samples indicate acceptable clearance levels, dismantle decontamination enclosure systems, remove critical barriers, and thoroughly HEPA-vacuum and wipe area with trisodium phosphate solution.
  6. Lead sample results will be reported in terms of micrograms of lead per cubic meter of air (air samples) or micrograms of lead per square foot of surface (wipe samples). Samples will be collected in accordance with EPA, OSHA, or HUD recommended procedures for the type of sample being collected.
  6. If any sample indicates contaminant levels higher than the specified clearance levels, full decontamination and clearance procedures (including re-sampling) shall be performed at Contractor's expense.
  7. All other trades personnel will be excluded from the work area until the owner gives approval for the area to be reoccupied without respiratory protection and the engineering controls have been demobilized.

### **Fire and Medical Emergency Response**

Each day a tailgate safety meeting shall be held outside of the containment areas for all assigned personnel prior to the start of work. All personnel will be made aware of the site address and the location of any existing on-site fire alarms and the location of the nearest telephone. This information will also be posted at the on-site notice posting board located at the entrance to any lead control area along with the phone numbers for police, fire, ambulance, and the name and location of the nearest emergency medical facility. The abatement contractor in his submittal package prior to any work must provide this information to the owner.

In the event of a medical emergency within the control area, the sick or injured person will be decontaminated before removal if the nature of the illness or injury is not life threatening or will not be exacerbated by the decontamination process. Of the illness or injury is life threatening, or is likely to be made worse by the decontamination process, then the ill or injured person will be removed immediately without regard to decontamination and medical attention summoned. Illness and/or injuries occurring on the job will be promptly and thoroughly investigated.

In the event of fire, the first person to notice the fire shall alert others within the control area and immediately evacuate. The fire alarm, if present, will be activated and the fire department will be called from the nearest safe phone.

A complete first aid kit will be kept on-site for minor injuries.

### **Disposal of Lead Waste**

Suspect lead containing paint residues will be tested to determine whether it is hazardous waste. All suspect hazardous paint chips, dust and other generated waste shall be tested first for total lead or TTLC, and then by the STLC / TCLP leaching test procedures for lead content prior to disposal. All waste characterization will be performed by the contractor, at the contractors expense, and submitted to the consultant for approval.

All waste generated from this work shall be treated as hazardous waste until S.T.L.C., T.C.L.P. or T.T.L.C. results indicate otherwise. The contractor is responsible for any disposal of all waste, whether common construction debris or RCRA hazardous waste (the paint chips and dust from the abatement process).

Small lead contaminated hazardous waste including: water, scrap, debris, bags, containers, equipment, and clothing which may produce airborne concentrations of lead dust will be collected and placed into USDOT approved drums for disposal. Each drum will be properly labeled to identify the type of waste and the date the drum was filled.

A Uniform Hazardous Waste Manifest for the small debris from paint chip scraping / abatement work will be obtained and properly filled out, by adhering to the following procedures: At the start of the project, the empty container must be in good condition, empty, lockable and have a valid state certification. If the container fails the inspection, the deficiency must be corrected or another container obtained.

When the container is approved, the contractor will begin a manifest and hold it for up to 90 days. The abatement contractor will provide information such as job site, contract number and the ultimate disposal site. The container will be marked with the current date as the accumulation start date. Waste may not be stored in an accumulation area for more than 90 days. Other container markings must be in place as required by law.

Lead waste (paint dust and chips, restroom fixtures) will be properly packaged and loaded into the container, which will be locked at all times except during loading or inspection. RCRA lead waste shall go in DOT approve barrels to be transported by an approved hazardous waste hauler.

Containerized waste will be loaded into an enclosed truck for transport. The enclosed cargo area of the truck will be lined with 6-mil poly sheeting to prevent contamination from leaking or spilled containers.

The personnel loading the lead containing waste will wear protective equipment including overalls, head and foot, coverings, gloves and a respirator.

Upon reaching the landfill, the truck will approach the dump location as closely as possible for unloading of the lead waste material. The containers will be inspected, as each is unloaded. Material in damaged containers will be properly repackaged. The personnel unloading the truck and the landfill personnel will wear protective equipment. Following removal of waste, the cargo area of the truck will be decontaminated using HEPA vacuums and wet wiping techniques. This material will be bagged and wrapped in bundles for disposal. Personnel will remove their disposable protective equipment and wrap it in poly to be disposed of at the same time.

All building materials with paint attached, construction debris with lead painted building components, lead removal components, all associated removal debris, and restroom fixtures from the abatement shall be tested using the WET METHOD (TTLC and then TCLP, and/or STLC) as required for hazardous waste disposal. The collected small debris and paint chips that are to be disposed of by the contractor will most probably be classified as a hazardous waste. Characterize packaged waste prior to removal of waste from the site.

The lead abatement contractor (at the contractor’s expense), on behalf of the general contractor, shall conduct all demolition debris waste pile sampling prior to disposal of demolition debris containing painted surfaces. (Debris sampling following the State of California waste stream sampling criteria)

All waste characterization will be performed by the contractor, at the contractor’s expense, and submitted to the consultant for approval

*Approved By:*



**David Christy**

Certified Asbestos Consultant

CAC# 92-0703

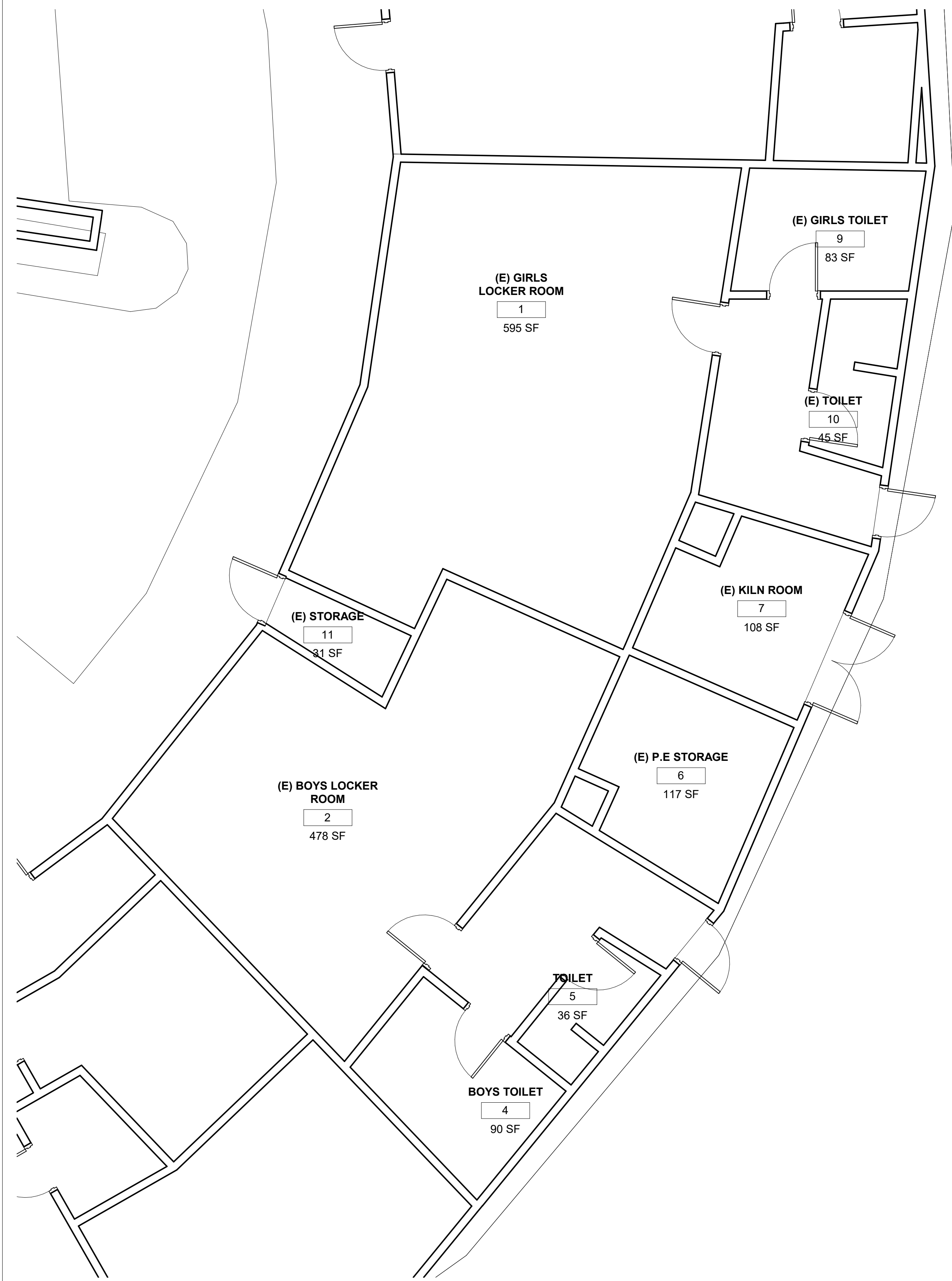
CDPH Certified Lead Supervisor

☎ Tel: (858) 271-1842 (office)

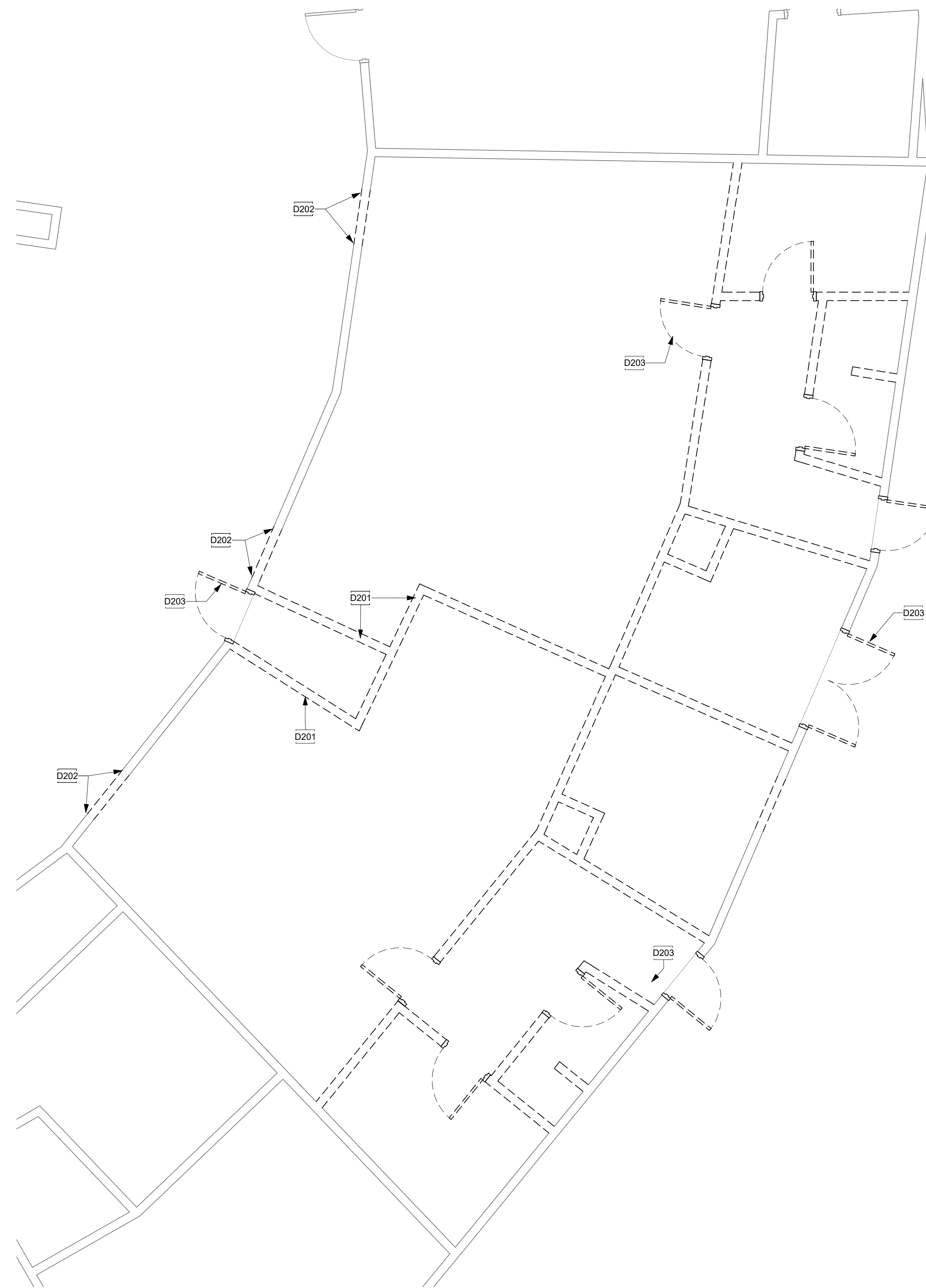
☎ Tel: (619) 571-3987 (cell)

☎ FAX: (858) 271-1856

✉ Email: [gowestdc@msn.com](mailto:gowestdc@msn.com)



ENLARGED EXISTING PLAN 1/4" = 1'-0" 2



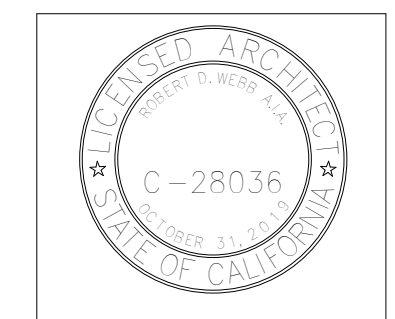
ENLARGED DEMOLITION FLOOR PLAN 1/4" = 1'-0" 1

KEYNOTES

- D201 DEMO EXISTING WALL TO UNDERSIDE OF ROOF AND ANY CONCRETE CURBS
- D202 DEMO PORTION OF EXISTING WALL FOR NEW DOOR
- D203 DEMO EXISTING DOOR AND FRAME

Revision	Date

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CHET F. HARRISS SCHOOL  
 LOCKER CONVERSION TO TWO  
 SANTEE SCHOOL DISTRICT

**ENLARGED FLOOR  
 PLAN - EXISTING  
 AND DEMOLITION**

Drawn:  
 Author  
 Checked:  
 Checker  
 Date:  
 APRIL 17, 2019  
 Job:  
 SSD-CH-05

A2.1