



## **Bid Package – Issued for Bid 5755 Alpine Road, La Honda - Remodel**

### **Russian Ridge Open Space Preserve San Mateo County, California**

Issue Date: July 17, 2015  
Question/Answer End Date: July 29, 2015  
Bids due: August 4, 2015

To: Midpeninsula Regional Open Space District  
Attn: Jean Chung  
330 Distel Circle  
Los Altos, CA

Point of Contact:  
Jean Chung, Real Property Agent I  
(650) 691-1200  
jchung@openspace.org

**Date: July 17, 2015**

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# A. PROJECT NARRATIVE

## **Project Description**

The purpose of this project is to provide general contracting services to complete renovation of a District residence at 5755 Alpine Road, La Honda located within the Russian Ridge Open Space Preserve. The scope of work shall include rodent proofing and cleanup; replace flat roof; install/repair doors; complete bathroom remodel; partial kitchen demolition/remodel; electrical work; replace front deck; deck handrail replacement; and other miscellaneous repairs as further detailed and described herein as the Contract Documents.

## **Project Location**

The District residence is located at 5755 Alpine Road, La Honda, CA 94020 in the County of San Mateo, California.

## **Project Schedule**

**Award of Contract is anticipated to occur on August 26, 2015.** This project is scheduled for implementation beginning as soon as possible after Award of Contract. On site construction activities are anticipated to take approximately ten weeks. Project must be substantially complete no later than November 10, 2015.

## **Project Budget**

Total project cost has been estimated to be approximately \$150,000.

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## **B. BIDDING DOCUMENTS**

### **1. Invitation to Bid**

**Notice Is Hereby Given** that the Midpeninsula Regional Open Space District will receive bids at the Office of the Midpeninsula Regional Open Space District, 330 Distel Circle, Los Altos, CA **on or before 3:00 p.m. August 4, 2015** for the furnishing of all labor, materials and services required for the following designated scope of work:

#### **A. Project:**

- a. Remodel at 5755 Alpine Road, La Honda

#### **B. Scope of Work:**

The scope of work shall include rodent proofing and cleanup; replace flat roof; install/repair doors; complete bathroom remodel; partial kitchen demolition/remodel; electrical work; replace front deck; deck handrail replacement; and other miscellaneous repairs.

**Type B – General Building Contractor  
Structural Pest Control Board License, Branch 2**

**There is a mandatory pre-bid meeting and site visit. ALL BIDDERS MUST ATTEND. The site visit is scheduled for at 9am on July 24, 2015 at 5755 Alpine Road, La Honda, CA. Mandatory Reservation Required: RSVP to Lupe Hernandez at 650-691-1200 by July 23, 2015 by 3:00 pm to receive directions to the meeting location and notice of any weather delays or changes.**

Complete project information is contained within the project Bid Package, which is available online, at the office of the District, and at local Builders Exchanges. Please visit the District's Request for Bids page at [http://www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp).

For additional information, contact Jean Chung, Project Manager, Midpeninsula Regional Open Space District, 330 Distel Circle, Los Altos, CA 94022-1404; (650) 691-1200.

## 2. Instructions to Bidders

To be considered, bids must be made in accordance with these Instructions to Bidders.

### 1. CONTRACT DOCUMENT AVAILABILITY

Each bid proposal shall be made in accordance with the Bid Package documents on file, included in this package, and available for inspection by the end of **the day on July 17, 2015** at the District website at [http://www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp) and at the locations below:

Builders Exchange of Santa Clara County 400 Reed Street Santa Clara, CA 95050 408.727.4000 408.727.2779 fax <a href="http://www.bxscco.com">www.bxscco.com</a> <a href="mailto:kf@bxscco.com">kf@bxscco.com</a> – for Bids <a href="mailto:nf@bxscco.com">nf@bxscco.com</a> - for Plan Lists 07/14	Peninsula Builders Exchange 735 Industrial Road #100 San Carlos, CA 94070 650.591.4486 650.591.8108fax <a href="mailto:support@constructionplans.org">support@constructionplans.org</a> 07/14	Santa Cruz County Builders Exchange 10656 Industrial Ave., Ste 160 Roseville, CA 95678 831.854.7094 <a href="mailto:admin@santacruzexchange.com">admin@santacruzexchange.com</a> <a href="http://www.exchangeplanroom.com">www.exchangeplanroom.com</a> 07/14
Bay Area Builders Exchange 3055 Alvarado Street San Leandro, CA 94577 510.483.8890 510.352.1509 fax <a href="http://www.beac.com">www.beac.com</a> <a href="mailto:info@bayareabx.com">info@bayareabx.com</a> 07/14	The San Francisco Builders Exchange 850 S. Van Ness San Francisco, CA 94110 415.282.8220 415.821.0363 fax <a href="http://www.bxofsf.com">www.bxofsf.com</a> <a href="mailto:deanna@bxofsf.com">deanna@bxofsf.com</a> 07/14	

Electronic copies of the Bid Package are available and may be downloaded from the following link: [http://www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp)

A hard copy of the Bid Package document may be reviewed at the District administrative office located at 330 Distel Circle, Los Altos, CA 94022. Bidders can download and print / plot hard copies or order them through the Builders Exchange. A CD containing the Bid Package can be requested by contacting Lupe Hernandez at 650-691-1200. Please allow 24 hours and CD must be picked up at the District administrative office.

### 2. MANDATORY PRE-BID MEETING INFORMATION

**All bidders must attend the mandatory pre-bid meeting** which will be held at **9:00 a.m. on July 24, 2015**. Participants will meet at the residence on the Preserve. **To receive directions to the meeting location and notice of any weather delays, bidders must RSVP to Lupe Hernandez at 650-691-1200 by 3:00 p.m. on July 23, 2015. Due to logistical constraints, a maximum of**



**2 representatives per company will be permitted.** The meeting will include a tour of the project site. Attendance for both the *entire* meeting and tour are mandatory and will require a minimum of 2 hours, not including your travel time to the meeting location. **Bidders arriving at the meeting location after 9:15 a.m. will not be able to enter the property and noted as absent.** Bidders should wear suitable footwear and dress appropriate for the open space conditions. Extreme weather conditions or other unforeseen conditions could cause the tour to be cancelled and re-scheduled. **You will be sent an e-mail the afternoon before the pre-bid meeting if it is cancelled.** The District will provide water, but attendees should bring their own food.

### 3. TENTATIVE PROJECT SCHEDULE

July 17, 2015	Request For Bids Issued
July 23, 2015	<b>RSVP for tour is mandatory and must be completed by 3:00 PM.</b>
July 24, 2015	<b>Mandatory Pre-Bid Meeting, 9:00 a.m.</b>
July 29, 2015	<b>5:00pm</b> - Deadline for Bidders to pose questions.
July 31, 2015	Final Addendum to Bid Package issued by 5:00pm
August 4, 2015	<b>Bid Opening, 3:00 p.m.</b> , 330 Distel Circle, Los Altos, CA, 94022
August 26, 2015	Award of Contract by District Board of Directors Regular Meeting, begins at 7:00 p.m.
August 27, 2015	Written Notice of Award of Contract
September 7, 2015	10-day deadline to submit all certificates and licenses, including Labor and Materials Payment Bond, Performance Bond, Proof of Insurance, and signed Contract.
September 8, 2015	Pre-Construction Meeting and Written Notice to Proceed issued by District.
September 14, 2015 - October 6, 2015	Work on site complete.
November 10, 2015	Project Close Out & Notice of Completion

### 4. BID PROPOSAL GENERAL REQUIREMENTS

Prior to submitting his/her proposal, the Bidder shall thoroughly examine the Contract Documents and shall participate in the mandatory pre-bid conference and site walk to understand the site conditions and scope of Work. Any questions, concerns, errors or ambiguities noted by the Bidder during said examination shall immediately be called to the attention of the District Representative prior to a submission of a bid. The District will issue addenda with interpretation of the cited questions, concern, error or ambiguity. No subsequent claim for extra work will be allowed on account of claimed misunderstanding of the meaning or intent of the Contract Documents, site conditions, or any other documents included in this Bid Package if the item occasioning the claim appeared in, or was inferable from, said documents or from site investigations mandated for bidding purposes.

*Examination of Site.* Attention is directed to Bidder's obligation to examine the Work site; compare the site with the Plans and Specifications; determine any site variation that affects the

Bid; and investigate the conditions of existing clearances, restrictions, or limitations that affect access to the Work. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

*Examination of Contract Documents.* Bidder shall examine the Contract Documents to verify that there are no missing pages or sheets and shall obtain and examine any and all missing material prior to submitting the Bid.

*Contract Documents Addenda.* Explanations or interpretations will be made by District in the form of addenda to the documents and furnished to all bidders. Oral explanations and interpretations made prior to the Bid opening shall not be binding. All questions to the District must be made by the General Contractor. No questions from proposed Subcontractors will be received. Written addenda modifying Bid Package documents will be emailed, mailed or faxed to the Builders Exchanges listed above and to all prospective Bidders that attend the pre-bid meeting or otherwise submit a written request for notice of addenda.

Addenda will also be posted on the District's website at [www.openspace.org/news/request\\_for\\_bids.asp](http://www.openspace.org/news/request_for_bids.asp). The final Addendum will be furnished no less than 72 hours prior to the opening of Bid Proposals. **Addenda must be referred to by number and date on the Bid Proposal form.** It is the Bidder's obligation to consider all addenda before submitting a Bid Proposal.

*Form and Delivery.* The Bid Proposal must be submitted on the Bid Proposal form supplied with these instructions. Alterations to the printed text are not permitted. **Every blank on the enclosed Bid Proposal form should be filled out completely (or provided in another format). Either cross out or insert "N/A" in the blanks that are not applicable. Bid Proposals containing blanks may be disqualified, at the District's sole discretion.** The Bid Proposal must be delivered (with enclosures, if any) to the following address, in a sealed envelope marked "5755 Alpine Road, La Honda - Remodel":

Midpeninsula Regional Open Space District  
Attention: Jean Chung  
330 Distel Circle  
Los Altos, CA 94022-1404

Bid Proposals will be received only at the address identified above. If the Bid Proposal is mailed via the United States Postal Service, it must be sent by certified or registered mail, return receipt requested; if sent by courier or commercial carrier, it must have a tracking number or proof of receipt, and be received by the District prior to 3 p.m. August 4, 2015. Bid Proposals will not be accepted via fax or email.

***Bid Proposal Opening Information.*** Sealed Bid Proposals shall be publicly opened at 3:00 p.m. on August 4, 2015. Any Bid Proposal not delivered before the time set for the opening of bids will be returned unopened. Incomplete Bid Proposals may result in bid rejection, in District's sole discretion. Bid Proposals are expected to be presented to the Board of Directors of the District at their regular meeting on August 26, 2015. The Board will take formal action at that time to determine whether, and to whom, to award the contract.

## **5. BID SUBMITTAL**

Bidders shall execute and submit the attached Bid Proposal form. Each Bid Proposal must give the full business address of the Bidder, and be signed by him/her. Bid Proposals by corporations must identify the legal name of the corporation, be signed by an authorized officer of the corporation, and include a corporate resolution conferring such authorization. Bid Proposals by partnerships must furnish the full name of all partners and must be signed by one of the partners. After the signature, the Bid Proposal shall designate the position of the person signing.

The following forms are to be executed and submitted by Bidders with Bid. ***Bid Proposals must include the following:***

- Bid Proposal
- List of Subcontractors
- Noncollusion Affidavit
- Bid Bond

## **6. BID NON-REVOCABLE**

In consideration of District's reliance on and investigation and consideration of the Bid Proposal of the undersigned, the undersigned agrees that such Bid shall be irrevocable and shall not be withdrawn for sixty (60) calendar days following the Bid opening even though an award is made to another Bidder. Thereafter, such Bid shall be automatically relieved.

## **7. BID GUARANTEE**

No Bid will be considered unless accompanied by a guarantee in the amount of ten percent (10%) of the Total Base Bid, which shall be one of the following: (a) a Bid Bond supplied in the enclosed Bid Form written by an admitted surety satisfactory to the District in its sole discretion, (b) a certified or cashier's check made payable to the District, or (c) a cash deposit. In the event a successful Bidder fails to satisfy all conditions for accepting the award within the stated time limits, the District may declare the Bidder's Bid Guarantee in default. Bidder acknowledges that the amount of actual damages the District would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that if a default occurs, the amount of such Bid Guarantee shall be kept by the District as liquidated damages and agrees that the District may then award the work to any other bidder or may call for new bids. All Bid Guarantees will be held until after an award is made, an Agreement entered into, and required bonds and proof of insurance provided for the Work, at which time they will be returned.

## **8. NONCOLLUSION AFFIDAVIT**

No bid will be considered unless accompanied by a fully executed Noncollusion Affidavit, which is supplied with these instructions.

## **9. LICENSE REQUIREMENTS**

Under California Business and Professions Code §7000 through § 7145, commonly known as the “Contractor’s License Law”, Contractor must possess an appropriate license that is current and valid at the commencement of and throughout the Term of the Agreement for the Work. The License required for this Agreement is Class B, General Building Contractor and Structural Pest Control Board License, Branch 2. All subcontractors must possess an appropriate license that is current and valid at the commencement of and throughout the Term of the Agreement.

## **10. INELIGIBLE CONTRACTORS**

No contractor or subcontractor who is ineligible to Bid on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code may Bid or work on the 5755 Alpine Road, La Honda - Remodel Project.

## **11. BOND AND INSURANCE REQUIREMENTS**

The successful Bidder shall obtain and maintain in full force, workers compensation insurance (California Labor Code §§ 1860 & 1861) and commercial general liability and automobile insurance as further described in the Agreement. Bond and Insurance requirements are further described in the Agreement.

## **12. PREVAILING WAGES**

As required by law, the Contractor shall pay all workers California prevailing wages for each trade or classification on the job during the term of this project. These rates include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and apprenticeship or training. Prevailing wage information can be found at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

As of March 1, 2015, contractors and subcontractors listed on bid proposals must be registered with the California Department of Industrial Relations (DIR) in order to be eligible to work on public works projects (Cal. Lab. Code §§ 1725.5, 1771.1). Work performed on public works projects is subject to compliance monitoring and enforcement by the DIR. More information can be found at the following website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

## **13. NON-DISCRIMINATION**

The successful Bidder and its subcontractors must comply with all applicable state and federal equal employment opportunity and affirmative action laws throughout the term of the Contract.

## **14. RESPONSIBLE BIDDER**

It is the intention of the District to award the contract to the responsible Bidder with the lowest responsive Bid. Public Contract Code §1103 defines “responsible bidder” as “a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract.” This includes the ability to complete projects on time, specifically when working on multiple projects concurrently. A bidder that is determined by the District not to be responsible due to a failure to meet these requirements shall have his/her Bid disqualified.

## **15. RESPONSIVE PROPOSAL**

The District will award the contract to the lowest responsible bidder submitting a responsive proposal based on the information contained in the bid. The lowest bid shall be the lowest bid price on the Total Base Bid. District may contact firms to clarify information contained in their proposal. The District reserves the right to reject any or all proposals and to waive any conditions or formalities.

**Every blank on the enclosed Bid Proposal form should be filled out completely (or provided in another format). Either cross out or insert "N/A" in the blanks that are not applicable. Bid Proposals containing blanks may be disqualified.**

Before contract is awarded the District may, at its discretion, require from the bidders further evidence of qualification, ability to perform, and financial responsibility, and may consider such evidence in making the decision on the award of such proposed contract. In addition, District will require that Contractor submit a complete disclosure of contractor’s staffing level, current and anticipated workload, and affirm that they can meet all project requirements and have the personnel and equipment to complete the project within the budget and schedule stipulated in the Contract Documents. Notwithstanding Contractor’s affirmation that they can meet the project requirements, if District, in their review of Contractor’s past performance, finds documented evidence of inability to meet project schedule or cost requirements, District will have cause to reject the Bid. Refer to Item 16.

Criteria for a responsive proposal from a responsible bidder include but are not limited to the following requirements:

- Qualifications and appropriate licensing of assigned personnel & listed subcontractors
- Ability to perform work within the specified project schedule and budget
- Proposed fee and overall cost effectiveness of the bid
- Demonstrated experience, including recent (last five years) references showing satisfactory and timely completion of like work involving remodeling of residential properties.

## **16. RIGHT TO REJECT BIDS**

The District reserves the right to reject any or all Bid Proposals, to waive any informality, minor technical defect, or irregularity in Bid Proposals, and to accept or reject any items of a Bid Proposal. The District, at its discretion, may reject as incomplete any bid which is in any way

conditional, includes exceptions, alterations or omissions, or includes reservations to the terms of the Bid Proposal form, drawings, specifications, or other contract documents. The District reserves the right to reject any and all bids. District will reject bids from any contractor for whom there is documented evidence of project schedule delays and cost overruns and / or documented inability to meet project performance requirements.

## 17. WITHDRAWAL OF BIDS

Bid Proposals may be withdrawn prior to the opening only by a signed, written notice received by the District Representative prior to the commencement of the Bid Proposal opening.

## 18. BID PROTESTS

A bidder who intends to protest the apparent low bid must submit the protest to the District project manager within five (5) working days after the District's issuance of the Memorandum of the Bid Opening, excluding Saturdays, Sundays and District holidays. The Memorandum of the Bid Opening is normally issued by District staff on the day of the Bid Opening to all bidders, identifying the apparent low bidder.

- (a) The bid protest must be a complete written statement detailing the basis for the protest, including reference to specific facts, portions of the bid or contract documents, or reference to specific statutes, that form the basis for the protest. The protest must be signed by the party filing the protest. Failure to give written notice by Close of Business on the fifth working day following issuance of the Memorandum of the Bid Opening shall waive the right to protest.
- (b) Notification by personal delivery, overnight courier, email and/or facsimile is sufficient. If the written protest is sent by facsimile, Protesting Bidder must provide a FAX (facsimile) number and verify that the pages were all received by the District project manager.
- (c) The protest may be withdrawn at any time while under consideration by the District.
- (d) Review by District
  - i. The District project manager will notify the apparent low bidder of the bid protest.
  - ii. The District will afford the apparent low bidder the opportunity to submit a response to the written protest.
  - iii. The District will review timely protests prior to awarding the contract. The District is not be required to hold an administrative hearing to consider a bid protest, but may do so at the sole option of the Assistant General Manager, or if otherwise legally required. The AGM or his/her designee shall consider the merits of any timely protests and make a final determination thereon.

## 19. BASIS OF CONTRACT AWARD

Definitions:

- (a) The **Total Base Bid** is the contractor's Bid for all items listed in the Bid Proposal;
- (b) For a definition of **Responsible Bidder**, see below.

The contract will be awarded to the lowest Responsible Bidder, as defined above under Responsive Proposal considering the following factors:

- (a) If the lowest **Total Base Bid** is equal to or less than the **Project Budget** (as stated in

- Instructions to Bidders*), the contract will be awarded to that Bidder;
- (b) If the lowest *Total Base Bid* is greater than the *Project Budget*, that Bidder may be awarded the contract, or, all Bids may be rejected, at the sole discretion of the District;
  - (c) In the event of a tied low bid, the award would be based on a coin toss or equivalent random selection process.
  - (d) The District reserves the right to reject any or all of the Bids at its sole discretion.

## **20. NOTICE OF AWARD**

Immediately after Board action, the District Representative will notify the Contractor in writing of award of the contract. Contractor shall provide District Representative a Labor and Materials Payment Bond, Performance Bond, Proof of Insurance, and signed Agreement within ten (10) calendar days of Award of Contract.

### 3. Location Map of Bid Opening



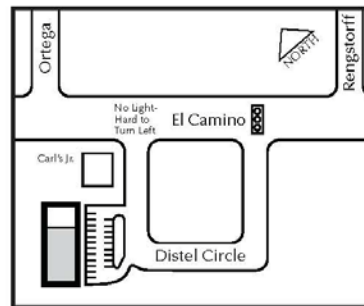
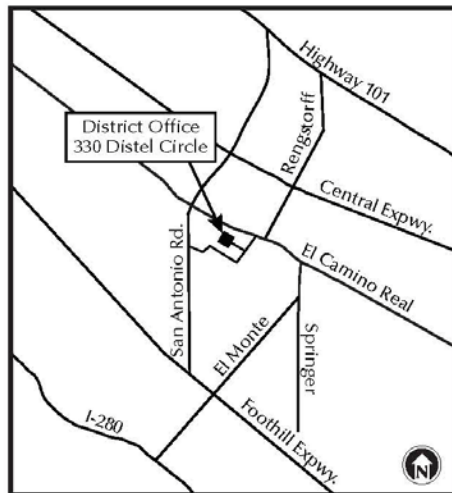
Midpeninsula Regional  
Open Space District

#### Directions to the Administrative Office

330 Distel Circle, Los Altos, CA 94022  
Phone: 650.691.1200

From Highway 101 in Mountain View, take the Rengstorff Avenue exit. Drive southwest on Rengstorff Avenue for approximately 2 miles. Turn right at El Camino Real. Turn left on Distel Circle. (Look for the Carl's Jr. restaurant at the corner of El Camino and Distel Circle. There is no traffic signal at the intersection.) The District office is the second building on the right.

From I-280 in Los Altos, take the El Monte Avenue exit. Drive northeast on El Monte Avenue for approximately 2.5 miles. Turn left on El Camino Real and drive half a mile. Turn left on Distel Circle. (Look for the Carl's Jr. restaurant at the corner of El Camino and Distel Circle. There is no traffic signal at the intersection.) The District office is the second building on the right.



Updated 3.1.09



# C. BID FORMS

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**1. BID PROPOSAL FORM**

(To be executed by Bidder and Submitted)

**Project Name:** 5755 Alpine Road, La Honda – Remodel  
**Location:** Russian Ridge Open Space Preserve  
**Budget Code:** 10-20-230-8109  
**Scope of Work:** The scope of work shall include rodent proofing and cleanup; replace flat roof; install/repair doors; complete bathroom remodel; partial kitchen demolition/remodel; electrical work; replace front deck; deck handrail replacement; and other miscellaneous repairs.  
**District Representative:** Jean Chung  
 Midpeninsula Regional Open Space District  
 330 Distel Circle  
 Los Altos, CA 94022  
 (650) 691-1200

The undersigned has carefully examined the site conditions for the Work, attended the Mandatory Pre-Bid Meeting, reviewed all documents in the Bid Package, including the Drawings, Plans and Specifications, accepts all terms and conditions of the Agreement, and has reviewed the following Addenda (fill in blanks below as appropriate to the number of Addenda issued for the project):

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_,  
 Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_,  
 Addendum No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_.

**1. BASE BID**

Bid Proposal will be evaluated based on **Total Base Bid**. District may opt to award additional work based on unit pricing submitted herein. Bidders proposed Duration for Completion shall be for Total Base Bid.

**Units are as follows: CY=Cubic yard, LS= Lump sum, LF= Linear Foot**

Item No.	Item Description	QTY.	Unit	Unit Price	Extension
<b><u>GC</u></b>	General Conditions, Safety, Site Supervision & Insurance; Refer to General and Supplemental Conditions.		LS		
<b><u>A</u></b>	<b><u>Site Preparation</u></b>				
1	Mobilization / Demobilization		LS		\$
	<b>SUB- TOTAL GC's &amp; Site Preparation</b>				

<b>B</b>	<b>Silva House Remodel</b>	<b>QTY.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
<b>SECTION 1</b>					
1	Demolition		LS	\$	\$
2	Framing, rough carpentry		LS	\$	\$
3	Finish Carpentry		LS	\$	\$
4	Drywall				
5	Electrical		LS	\$	\$
6	Plumbing		LS	\$	\$
7	Mechanical/HVAC		LS	\$	\$
8	Roofing/Gutters		LS	\$	\$
9	Painting		LS	\$	\$
10	Flooring & Floor Covering		LS	\$	\$
11	Lath and Plaster		LS	\$	\$
12	Glazing		LS	\$	\$
13	Pest/Rodent Abatement		LS	\$	\$
<b>TOTAL BASE BID</b>				\$	
Proposed Duration for Completion of the Work on site, including Remediation, Demolition, Construction, and Clean-up				_____ Calendar days	

## 2. UNIT PRICES

Unit Prices shall be used for adding or deleting work at the sole discretion of the District Representative, and may be exercised at any time during the execution of the Work. Unit pricing shall be utilized to complete additional drywall and electrical work.

Item No.	Description of Item	Unit	Unit Price
1	Electrician (C10)	Hour	
2	Framing and Rough Carpentry (C05)	Hour	
3	Drywall (C09)	Hour	
4	Plumber (C36)	Hour	
5	Journeyman	Hour	
6	Dry rotted wood framing removal and replacement with new framing	LF	
7	Remove dry rotted drywall and replace with new drywall	SF	
8	Running new electrical wiring ROMEX	LF	
9	Running new electrical wiring in conduit (surface mounted)	LF	

**Additional Unit Prices Entered by Bidder (Optional)**

Item No.	Description of Item	Unit	Unit Price
1.			\$
2.			\$
3.			\$

3. **EXPERIENCE.** List three recently (within last 5 years) completed jobs of comparable scope, the contract amount, names, and telephone numbers of contract officers. Use additional sheets as necessary.

Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amt \$ \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amt \$ \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Job/Project Name \_\_\_\_\_

Owner \_\_\_\_\_ Year \_\_\_\_\_ Contract Amt \$ \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **NONCOLLUSION CERTIFICATION.** The undersigned has executed and hereby submits the Noncollusion Affidavit (Attachment 3), in accordance with Public Contracts Code Section 7106.
  
5. **BID GUARANTEE.** No Bid will be considered unless accompanied by a guarantee in the amount of ten percent (10%) of the Total Base Bid), which shall be either a **BID BOND** (Attachment 4) written by an admitted surety satisfactory to the District in its sole discretion, a certified or cashier's check made payable to the District, or a cash deposit. In the event a successful bidder fails to satisfy all conditions for accepting the award (i.e. executed Agreement, provision of required bonds and proof of insurance) within the stated time limits, the District may declare the bidder's Bid Guarantee in default. Bidder acknowledges that the amount of actual damages the District would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that the amount of such Bid Guarantee shall be kept by the District as liquidated damages and agrees that the District may then award the work to any other bidder or may call for new bids. All Bid Guarantees will be held until after an award is made, an Agreement entered into, and required bonds and proof of insurance provided, at which time they will be returned.
  
6. **DISCLOSURE.** The names of all persons financially interested in this Bid Proposal are as follows:
  - If Bidder, or any partner of Bidder, is a corporation, provide the legal name of the corporation, the state of its incorporation and the name and address of the President and of the Secretary. If Bidder is a partnership, provide name of the firm and names and addresses of all individual co-partners. Use additional sheets as necessary. If Bidder is an individual, provide the first and last name and address.

Name of Corporation: \_\_\_\_\_

State of Incorporation:

Name of Officer/Shareholder Title Address

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Name of Bidder(s)/Partner(s) (If not a corporation)

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7. **WITHDRAWAL OF BIDS.** Bids may be withdrawn prior to the opening of bids only by a signed, written notice received by the District Representative prior to the commencement of the bid opening. In consideration of District's reliance on and consideration of this Bid Proposal, the undersigned agrees that such Bid Proposal shall be irrevocable upon opening and shall not be withdrawn for sixty (60) calendar days following the bid opening even though award may be made to another bidder. Thereafter, such bid shall be automatically relieved.

I make the above Bid and declare under penalty of perjury that the statements made in this Bid Proposal are true and correct.

FULLY EXECUTED at \_\_\_\_\_,  
City State

on \_\_\_\_\_,  
Month Day Year

Signature<sup>1</sup> \_\_\_\_\_ Title \_\_\_\_\_

Name (please type or print) \_\_\_\_\_

Federal Employer I.D. Number \_\_\_\_\_

License Type \_\_\_\_\_

License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name of Firm \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (Bus) \_\_\_\_\_ Phone (Cell) \_\_\_\_\_

Email \_\_\_\_\_

---

<sup>1</sup> An authorized person for the Bidder must sign this Bid Proposal. If the Bidder is a partnership, a general partner must sign. If the Bidder is a corporation, an authorized officer of the corporation must sign and a corporate resolution conferring such authority must be provided.



**2. LIST OF SUBCONTRACTORS**  
(To be executed by Bidder and Submitted with Bid)

Contractor must set forth the name, address, phone number, type and cost of work, and proof of required license for each subcontractor who will perform work or render services in any amount exceeding one-half percent (1/2%) of the total bid according to provisions of the California Public Contract Code §4100 through §4113. Each subcontractor must be licensed by the State of California Department of Consumer Affairs for the portion of work they perform in accordance with Contractor's License Law. Please attach as many sheets as necessary.

Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:



Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:



Company Name:

Contact:

Address:

Phone Number:

Type of Work:

Cost of Work:

Required License:

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**3. NONCOLLUSION AFFIDAVIT**  
(To be executed by Bidder and Submitted with Bid)

State of California

County of \_\_\_\_\_

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

(Page left intentionally blank)

**4. BID BOND**

(Note: Bidder must use this form if Bid Guarantee is a Bond)

**KNOW ALL PERSONS BY THESE PRESENTS THAT** [name of Bidder] (hereinafter Principal), as Principal, and [name of Surety], a corporation organized and doing business under and by virtue of the laws of the State of \_\_\_\_\_ and duly licensed for the purpose of making, guarantying or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the Midpeninsula Regional Open Space District, a California Special District, (hereinafter called the Obligee) in the just and full sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) \_\_\_\_\_ lawful money of the United States of America, for the payment of which we hereby bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS,** the Principal is about to hand in to the Obligee a Bid for the project known as **5755 Alpine Road, La Honda - Remodel** in accordance with the Contract Documents filed in the office of the Obligee and under the notice inviting proposals therefore.

**NOW, THEREFORE,** if the Bid as submitted by said Principal shall be accepted, and the contract for such work or supplies be awarded to the Principal, and the said Principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, and furnish good and sufficient bond and proof of insurance therefore, then the amount of this bond shall be declared to be forfeited to the Obligee, Midpeninsula Regional Open Space District.

**IN WITNESS WHEREOF,** Principal and Surety have caused these presents to be duly signed and sealed this day of \_\_\_\_\_, 2014.

Signature of Principal Signature of Surety

Attorney-in-Fact  
**State of California,**

**County of** \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

Seal

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## **D. AGREEMENT FORMS**

Notice to Bidders:

Documents in the following section are not to be submitted with Bid Proposal. They will be signed and submitted at time of Award of Contract.

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## **D.1 AGREEMENT**

### **5755 Alpine Road, La Honda - Remodel**

**Russian Ridge Open Space Preserve  
San Mateo County, California**

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**AGREEMENT  
Level Four**

1. **Project Name:** 5755 Alpine Road, La Honda - Remodel

2. **Parties.**

District: Midpeninsula Regional Open Space District  
Attn: Jean Chung, District Representative  
330 Distel Circle  
Los Altos, CA 94022-1404  
(650) 691-1200  
(650) 691-0485 (facsimile)

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Scope of Work.**

(a) *Project Description.* Contractor agrees to obtain all necessary permits and furnish all labor, materials, services, and equipment necessary to accomplish the following Project as more specifically set forth herein and in the Contract Documents fully incorporated herein as though attached hereto (the "Work") and generally described as follows:

- i) Rodent Proofing and Cleanup
- ii) Replace Flat Roof
- iii) Remove stairs and drop ceiling in kitchen
- iv) Electrical survey and safety items
- v) Replace front deck
- vi) Replace deck and hand rail replacement
- vii) Installation of new doors
- viii) Bathroom Remodel
- ix) Replace flat roof
- x) Permitting for all work

(b) *"Not in Contract" (N.I.C.) Items.* Any portions of the Project identified by the notation "N.I.C." on Drawings, Maps, and Specifications will be performed before or after Contractor's Work and are not part of the Work.

4. **Term.**

The Term of this Agreement shall commence on the date of execution hereof by District's General Manager and shall end upon the filing of the *Notice of Completion* by District Representative as more specifically set forth in the General Conditions, attached hereto and incorporated herein as **D.2.**

5. **Contract Price.**

As full compensation for the Work, District agrees to pay Contractor the sum set forth in Contractor's Bid Proposal attached hereto and incorporated herein as **Exhibit A**. Contractor agrees to delete or add Work tasks not covered by the provisions thereof, either under provisions for "ADD OR DEDUCT ALTERNATES" or for "UNIT PRICES", pursuant to the methods otherwise provided herein for Change Orders.

6. **Cash Allowances.**

Contractor declares that the Contract price includes all expenses (including permit fees) and profit. Contractor shall make no demand for additional expenses and/or profit for work in this Contract.

7. **Beginning and Completion of Work.**

Contractor shall provide District Representative with all certificates and licenses required for performance hereunder within ten (10) days of the commencement of the Term of this Agreement, not including County permits. Contractor agrees that permit application(s) to the County shall be submitted within five (5) working days from the date of issuance of a written *Notice to Proceed with Permitting*. Contractor agrees that the Work shall be fully completed to District Representative's satisfaction within sixty (60) working days from the date of issuance of a written *Notice to Proceed with Construction*. Contractor shall not start any onsite construction work until such *Notice to Proceed with Construction* is issued. Working days shall mean every day except Saturday, Sunday, and Legal Holidays as hereinafter defined.

8. **Licensing.**

Under California Business and Professions Code §7000 through § 7145, commonly known as the "Contractor's License Law", Contractor must possess an appropriate license that is current and valid at the commencement of and throughout the Term of this Agreement. The Licenses required by this Agreement: Class B – General Contractor.

9. **Insurance and Bonds.**

Contractor shall provide, and keep in full force and effect during the Term of this Agreement, at Contractor's sole cost and expense, policies of insurance with companies licensed to do business in the State of California that are acceptable to District for the Coverages as more particularly set forth below. Contractor shall keep all required policies in full force and effect until final acceptance of the Work by District.

(a) *Certificates of Insurance.* Contractor shall, within five (5) calendar days after *Notice of Award*, supply District with an acceptable Certificate of Insurance. An authorized insurance agent or broker must complete, execute and provide District with a Certificate of Insurance (ACORD 25-S, or a successor or comparable form, subject to prior approval by District) before a *Notice to Proceed* may issue. District reserves the right to cancel the contract if these requirements are not met within 30 calendar days of the *Notice of Award*.

(b) *Endorsements.* The General and Automobile Liability policies must be endorsed to name District as an additional insured and must be on a primary non-contributing basis in relationship to any other insurance available to District. All policies taken

out by Contractor insuring work and materials supplied must list District as an additional insured and be payable to Contractor and District. All policies shall contain a provision that they shall not be canceled or materially changed without thirty (30) calendar days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of the Agreement.

(c) Coverages.

- i. *Workers' Compensation Employer's Liability* coverage as required by statute, in full compliance with California Labor Code §3700, and containing a waiver of subrogation in favor of District. Contractor hereby acknowledges having read and understood the provisions of the California Labor Code §3700, which require every employer to be insured against liability for workers' compensation or that they undertake self-insurance in accordance with the provisions of that code, and Contractor agrees to comply with such provisions before commencing the Work. Acknowledgment shall be in the form included herein and attached hereto as Exhibit 3 of Agreement Document D.2, , General Conditions.
- ii. *Comprehensive or Commercial General Liability*, including coverage for Bodily Injury and Property Damage in the amount of \$2,000,000.00 per occurrence.
- iii. *Business Automobile Liability* coverage including owned, non-owned and hired vehicles in an amount of no less than \$1,000,000.00 per occurrence.
- iv. *Subcontractor(s) Insurance Requirements*. Contractor shall either require each subcontractor to procure and maintain during the life of its subcontract all insurance of the type and in the amounts specified above or insure the activities of subcontractor(s) under its own policy or policies.

**10. Contractor's Indemnification Of District**

- i) Contractor agrees to indemnify, hold harmless, defend, and protect District, its officers, directors, agents and employees from any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including all reasonable attorney's fees), penalties, judgments or obligations whatsoever arising out of or in connection with any injury, death, or damage to any person or property or pecuniary or monetary loss that results from, arises out of, or in any way relates to the activities of Contractor both on and off the Project, including but not limited to claims related to the presence, use or disposal of hazardous materials, except for injury or damage resulting from the sole negligence or willful misconduct of District.
- ii) *Claim*. In the event a Contractor becomes aware that a claim has been, or is likely to be, made against District, its officers, directors, agents or employees, or they or District is named a co-defendant in any action concerning the Contract, Contractor shall immediately notify District. District may retain legal counsel at Contractor's sole expense and Contractor shall reimburse District for all legal expenses, including reasonable attorney's fees, spent in representing District.
- iii) *Apportionment of Liability*. In the event that a judge in a court of competent jurisdiction makes an apportionment of liability between District and Contractor, neither District nor Contractor shall request that a jury determine apportionment of liability. Contractor shall indemnify and hold harmless

District as set forth above; unless the court determines that the injury or damage resulted from the sole negligence or the intentional and willful misconduct of District.

- iv) *Waiver.* Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage to property, and hereby releases District from any and all liability related to or in any way connected to Contractor's activities or Contractor's use of the Project site, premises or facilities.
- v) *Contractor Responsibility.* Contractor and its subcontractors shall have sole responsibility for the safety of their equipment, property and personnel (including, but not limited to, its employees, agents, and officers) from any and all injuries, deaths or damages.
- vi) *Mutual Responsibility Of Contractors.* If Contractor causes damage to the work or others, or willfully or negligently delays another contractor or subcontractor in the performance of other work, Contractor is hereby obliged to attempt to settle such claim with such contractor or subcontractor by agreement. If a contractor or subcontractor serves written notice on District of Contractor's failure to meet this obligation or to settle the claim by agreement, District shall notify Contractor in writing of the pending claim. Contractor shall defend itself (and District if included in claim) at Contractor's sole expense, including the payment of District's attorney fees. Contractor shall pay all costs, expenses and liabilities incurred by District as a result of any judgment in favor of another contractor.

Contractor further agrees to the District General Conditions for Indemnity and Assumption of Risk as detailed in Article 5 of the General Conditions attached hereto and incorporated herein by this reference.

#### **11. Laws Applicable To District Incorporated.**

- (a) This Contract is subject to all Federal, State and local laws, regulations, ordinances, and governing codes, controlling, affecting, or enacted by the Midpeninsula Regional Open Space District. All such laws, regulations, ordinances, and codes are made a part of this Contract as if set forth fully herein.
- (b) In compliance with California Government Code §4552 and California Public Contract Code §7103.5, the text of those codes are herein reproduced in full:

GC §4552. Submission of bids to public purchasing body; agreement to assign

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

PCC §7103.5. Unfair business practices claims; assignment to awarding body

(c) As used in this section:

“Public works of contract” means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the awarding body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor without further acknowledgement by the parties.

**12. Assignment.**

Contractor shall not assign its rights or obligations under this Contract without the prior written consent of District Representative, which consent shall not be unreasonably withheld. Contractor shall not assign any monies due Contractor without the written consent of District. Any assignment or delegation without the written consent of the other party shall be void.

**13. Taxes.**

Contractor agrees and states that all taxes arising incidental to this Contract shall be paid in a timely manner by Contractor and are included in the Contract price.

**14. Federal Manufacturer's Excise Tax.**

District is exempt from Federal Manufacturer's Excise Tax. The manufacturers of items subject to such tax are entitled to a refund or credit for that tax on presentation of District's exemption certificate for items furnished exclusively to District. Contractor shall not be entitled to claim any additional monies for taxes paid where this exemption is available.

**15. Attorneys' Fees.**

If legal action shall be brought by either of the parties, the party prevailing in said action shall be entitled to recover from the party not prevailing the costs of the suit and reasonable attorney's fees. For purposes of this Agreement, the reasonable fees for attorneys who are employees of District shall be based on the fees regularly charged by private attorneys with an equivalent number of years of experience in the subject matter area of the law actively practicing within the San Francisco Bay Area.

**16. Notice.**

Any notice required or desired to be given under this Agreement shall be in writing and shall be personally served or, in lieu of personal service, may be given by (i) depositing such notice in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a party at its address set forth above; (ii) transmitting such notice by means of Federal Express or similar overnight commercial courier ("Courier"), postage paid and addressed to the other at its street address set forth below; (iii) transmitting the same by facsimile, in which case notice shall be deemed delivered upon confirmation of receipt by the sending facsimile machine's acknowledgment of such with date and time printout; or (iv) by personal delivery. Any notice given by Courier shall be deemed given on the date shown on the receipt for acceptance or rejection of the notice. Either party may, by written notice, change the address to which notices addressed to it shall thereafter be sent.

**17. Miscellaneous.**

- (a) Should any provision of this Agreement prove to be invalid or illegal, such invalidity or illegality shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.
- (b) Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
- (c) Any executed copy of this Agreement shall be deemed an original for all purposes.
- (d) This Agreement may be executed in counterparts, which counterparts shall together constitute one agreement if signed by both parties.
- (e) This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- (f) The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either party.
- (g) Except to the extent that it provides a part of the definition of a term used herein, the captions used in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof nor taken as a correct or complete segregation of the several units of materials and labor.
- (h) When the context of this Agreement requires, the neuter gender includes the masculine, the feminine, a partnership or corporation, trust or joint venture, and the singular includes the plural.
- (i) The terms "shall," "will", "must" and "agree" are mandatory. The term "may" is permissive.
- (j) When a party is required to do something by this Agreement, it shall do so at its sole cost and expense without right to reimbursement from the other party unless specific provision is made otherwise.
- (k) Where any party is obligated not to perform any act, such party is also obligated to



restrain any others within its control from performing such act, including its agents, invitees, contractors, subcontractors and employees.

(l) The recitals to this Agreement are incorporated in this Agreement by this reference thereto.

(m) No responsibility either direct or implied will be assumed by District for omissions or duplications to Contractor or any subcontractors due to real or alleged error in arrangement of material in the Contract Documents. This Agreement with all attachments and the Project Scope Documents (i.e.: Plans and Specifications), incorporated herein by reference, constitute the "Contract Documents" and together represent the entire, integrated Agreement as to the Work contracted for between the parties. It supersedes all prior negotiations, representations or agreements, whether written or oral. The Contract Documents are complementary. Work shown on the Plans and not mentioned in the Specifications, or vice versa, is to be executed as if in both.

**Contractor:**

\_\_\_\_\_  
Name and Title (please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date                      Federal Employer I.D. Number

\_\_\_\_\_  
License Number/Expiration Date

Fully executed at Los Altos, California for the  
**Midpeninsula Regional Open Space District** by:

\_\_\_\_\_  
Stephen E. Abbors, General Manager

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jennifer Woodworth, District Clerk

Approved as to form:

\_\_\_\_\_  
Sheryl Schaffner, General Counsel

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## **D.2 GENERAL CONDITIONS Of the Agreement**

### **5755 Alpine Road, La Honda - Remodel**

**Russian Ridge Open Space Preserve  
San Mateo County, California**

**July 15, 2015**

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**GENERAL CONDITIONS  
Of the Agreement**

**5755 Alpine Road, La Honda - Remodel**

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- 5. Change Order Template

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**GENERAL CONDITIONS  
Of the Agreement**

**5755 Alpine Road, La Honda - Remodel**

**ARTICLE ONE**

**DEFINED TERMS**

**1.1 Defined terms.** For the purposes of the Contract Documents, the following terms shall have the meanings set forth below.

**Addendum:** A document containing supplementary details, instructions or information issued by District prior to execution of the Agreement, which modifies, clarifies, supersedes or supplements one or more of the other Contract Documents.

**Agreement:** The Agreement between the District and the Contractor to which these General Conditions are attached.

**Clarification:** A document containing supplementary details, instructions or information, issued by the District after execution of the Agreement which modifies, clarifies, supersedes or supplements one or more of the other Contract Documents. Clarifications shall not give rise to a change in the Contract Price or Contract Time.

**Contractor** shall mean person, persons, firm, partnership, corporation, and assignees, licensed by the State of California, Department of Consumer's Affairs, named as such in the Agreement.

**District:** Shall mean the Midpeninsula Regional Open Space District.

**District Representative:** Designated person authorized to act on behalf of the District to the extent provided in the Contract documents or as otherwise specified by the District in writing.

**Drawings:** The graphic and pictorial representations of the design, location, character, dimensions and details of the Work, generally including plans, elevations, sections details, schedules and diagrams, as identified in the Agreement and as modified pursuant to Addenda, Clarifications, and Change Orders.

**Day** shall mean calendar day, including Saturday, Sunday, Legal Holidays or Inclement Condition Days.

***Inclement Condition Day*** shall mean any day that, because of weather or site conditions, Contractor cannot work with seventy-five percent (75%) or more of Contractor's labor and equipment force for at least five (5) hours. In the event of inclement weather, Contractor shall be prepared, at the direction of District Representative, to secure the Project site and the Field Office building (if one is used for the Project), erect all necessary erosion control and water protection measures including covering all exposed soils, stockpiles, and building material if total rainfall exceeds 0.5 inch of rain within a 24-hour period.

***Legal Holidays*** for the purposes of this Agreement are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

***Notice to Proceed:*** The written notice issued by District directing Contractor to commence performance for the Work. The commencement date set forth in the Notice to Proceed shall be the date from which the Substantial Completion and Contract Time are calculated.

***Subcontractor:*** The person, firm, partnership, corporation, and assignees, licensed by the State of California, Department of Consumer's Affairs, listed in Attachment 2 to Contractor's Bid Proposal, and having a binding agreement with Contractor to perform specific portions of the Work. Definition extends to all second and third tier subcontractors.

***Work:*** The term "Work" shall mean and include all demolition, excavation, grading, remediation, construction and other activities described in the Contract Documents or reasonably inferable from the Contract Documents as necessary to produce the intended results and includes all labor, materials, tools, equipment, supervision, coordination, and all other items necessary for the full and proper execution thereof.

***Working Day or Work Day*** shall mean any day, except Saturday, Sunday, Legal Holidays or Inclement Condition Days. District Representative shall be the sole judge of a Working Day.

## ARTICLE TWO

### CONTRACT DOCUMENTS

- 2.1 Contract Documents Defined.** Contract Documents shall mean these General Conditions, Special Conditions, the Agreement with all Exhibits, and the project Specifications, Drawings, and all Addenda, Clarifications and Modifications incorporated herein by reference or listed in the Agreement, which together constitute the "Contract Documents" and represent the entire, integrated Agreement as to the Work contracted for between the parties. It supersedes all prior negotiations, representations or agreements, whether written or oral.

**2.2 Intent Of Contract Documents.** The intent of the Contract Documents is for the Contractor to provide, for not more than the contract Sum, all labor, supervision, materials, water, power, fuel, tools, plant, equipment, transportation and other items as may be necessary or appropriate for proper execution of the Work (except to the extent expressly provided otherwise in the Contract Documents). The Contract Documents are complementary, and what is shown within one shall be as binding as if shown within all. For example, anything referenced in the Specifications and not shown on the Drawings, or shown in the Drawings and not referenced in the Specifications, shall be of like effect as if shown or referenced in both.

**2.3 General Specifications.** In the event the Specifications or any directions given by the District Representative pursuant to the Contract Documents require materials or other Work for which no detailed specifications are provided, the following general specifications shall apply:

The materials shall conform to the usual standards for first-class materials or article of the kind required with due consideration of the use to which they are to be put. Work shall conform to the usual standards for first-class work of the kind required, and shall be subject to the approval of the District Representative.

*2.3.1 Specification References.* Any material or method specified by reference to the number, symbol, or title of a specific standard such as a Commercial Standard, a Federal Specification, a trade association standard or similar standards, shall comply with the requirements in the latest revision thereof, including any amendments or supplements thereto in effect on the date of Request for Bids, except as limited as to type, class, or grade or modified in such reference.

**2.4 Discrepancies, Errors And Omissions.** The Contract Documents are not complete in every detail and in some cases may show only the purpose and intent. Contractor shall not avail itself of any manifest error, omission, discrepancy or ambiguity in the Contract Documents, or in the instructions given or in work provided by others. Contractor shall notify the District Representative in writing immediately upon the discovery of any such error, omission, discrepancy or ambiguity and the District Representative shall address the matter within a reasonable period of time, issuing a Clarification or Modification if appropriate. In the event of a discrepancy between documents, the most restrictive requirement shall govern. If Contractor proceeds with any Work-related activity involving an error, omission, discrepancy or ambiguity which Contractor knew of or reasonably should have known of, without first giving such notice, Contractor shall be responsible for all defects, delays, damages, and additional cost to District arising from or relating thereto, including without limitation all costs of correction, inspection testing, supervision and Project administration.

**2.5 Division Of Work.** The organization of the Specifications and arrangement of the Drawings shall not control Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Similarly, any table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and shall in no way affect or limit the interpretations of the provisions to which they refer, or be construed as

a proposed segregation of the various units of the Work. Contractor shall arrange, divide and delegate its Work in conformance with sound trade practices, and shall be solely responsible for the division of the Work and establishment of subcontractor limits and scopes of work.

- 2.6 Clarifications.** The District Representative may issue Clarifications to Contractor as necessary or desirable to clarify requirements of the Contract Documents. Contractor shall request a clarification from the District Representative through a Request for Information (RFI) if Contractor or any Subcontractor believes that (a) any Work is not sufficiently detailed or explained in the Drawings and Specifications, (b) there is a conflict between the Drawings and Specifications, (c) there is a conflict between the Drawings and/or Specifications and field conditions, or (d) any other questions arise that require direction from the District Representative. Prior to submitting an RFI, Contractor shall complete a thorough review of the Contract Documents and inspect the Site to confirm that the grounds for an RFI exist.
- 2.7 “For Construction” Contract Documents.** District shall furnish Contractor with one hard copy and five (5) CD copies of the final “For Construction” Contract Documents, including Plans, Specifications and any Addenda.
- 2.8 Ownership And Use Of Documents.** All Plans, Specifications, Models, and Samples furnished to Contractor are the property of District. Plans, Specifications, Models, and Samples are not to be used by Contractor on any other work. All such Plans, Specifications, Models, and Samples shall be returned to District upon request and in any event at the end of the Term unless otherwise directed by District Representative.

## ARTICLE THREE

### DISTRICT GENERAL REQUIREMENTS

- 3.1 Authority Of District Representative.** During the term of this Agreement, District Representative or his or her designee is fully authorized to represent District in all contractual matters. District Representative shall make all decisions as to the intent of the Plans and Specifications, the amount and quality of work performed and materials furnished, the manner and rate of work performed, the fulfillment of the Contract, and any compensation due Contractor. Disputes or claims between Contractor and District arising from this Contract valued at \$375,000.00 or less shall be governed by the claims resolution procedures of California Public Contract Code Section 20104 *et seq.*. District Representative has the authority to reject any Work or material that does not conform with Contract requirements and to stop Work deemed necessary for such rejection and without cost to District. District Representative is authorized to require Contractor to immediately correct any unsafe or unsuitable condition to District Representative's satisfaction at Contractor's expense. District Representative may furnish additional instructions needed for the proper execution of the Work. District Representative has the authority to require minor field adjustments in the Work not involving extra cost.

Contractor shall not relocate Contract items without District Representative's written approval. The District Representative for this Agreement is the person designated above unless Contractor is provided with oral or written notice of the designation of another person.

**3.2 Separate Contracts.** District reserves the right to let other contracts in connection with this Project. Contractor shall afford other contractors reasonable opportunity for storage of their materials, access to their work sites and execution of their work and shall properly connect and coordinate Work under this Contract with their works. Any dispute arising under the obligations imposed by this paragraph shall be resolved as provided for herein.

**3.3 Boundaries.** District shall establish Project boundaries in the field whether or not shown on the Plans.

**3.4 Inspection.**

*3.4.1 District Access.* District and its duly authorized agent(s) shall have unrestricted access to the Work whether it is in preparation or in progress. District and its duly authorized agent(s) shall at all times reserve the right to inspect and/or test for compliance with the Contract Documents any or all materials and/or work provided to or installed in the Work. Contractor shall provide safe and proper facilities for access and inspection.

*3.4.2 Required Inspections and Testing.* If any law, regulation, ordinance, public authority, specification or District Representative requires any part of the Work to be specially inspected or tested, Contractor shall notify District Representative three (3) working days prior to the Work's readiness for testing or inspection.

*3.4.3 Inspection of Phases.* Contractor shall notify District Representative two (2) working days in advance of each phase set forth in the Plans or Specifications for inspection.

**3.5 Work, Examination; Re-examination.** District Representative may order and Contractor shall comply with the examination or re-examination of work. Contractor shall not cause any work to be covered or enclosed without approval of District Representative. Any work enclosed or covered before approval shall be uncovered. After inspection Contractor shall restore all work to its original condition at Contractor's expense.

**3.6 Correction Of Work.**

*3.6.1 Removal; Replacement.* Contractor shall promptly remove from the site all materials or Work rejected by District Representative. Contractor shall promptly replace material or Work, without cost or expense to District, and shall make good any Work destroyed or damaged by removal of condemned Work.

*3.6.2 District Right to Remove Material; Deductions and Accounting.* If Contractor does not remove rejected Work or materials within a time prescribed by District Representative, District may remove and store salvageable Work or materials at Contractor's expense. If Contractor does not pay the expense of removal within five (5) calendar days, District may, after providing ten (10) days prior written notice, sell Work or materials at auction or private sale. District shall give an accounting of the net

proceeds from the sale after deducting all costs and expenses including auction or sale expenses.

3.6.3 *Deductions For Uncorrected Work.* If District determines not to require corrective Work, the Contract price shall be reduced by an amount equal to the estimated cost of making the Work conform to the Contract Documents as determined by District Representative, plus an administrative fee of fifteen percent (15%) of that cost.

### **3.7 Testing/Inspection Services.**

3.7.1 *District.* District may require that specialized test(s) and/or inspection(s) of the Work be performed by an independent testing/inspecting service of its choice. District shall pay for initial specialized tests or inspections. Contractor shall pay for any re-test or re-inspection that is thereafter required as a result of a failed test or inspection due to nonconformity with Contract requirements.

3.7.2 *Contractor.* When Contractor is required by Contract or regulation of government authority having jurisdiction over the Work to provide certification by an independent testing/inspection service, Contractor shall be responsible for, and promptly pay, all costs thereof. District Representative must approve any independent testing/inspection service proposed for use by Contractor prior to employment of such service. All tests required by the Contract shall be made promptly so as not to delay the Work. Contractor shall furnish three (3) copies of all resulting testing/inspection reports.

## **ARTICLE FOUR**

### **CONTRACTOR'S PERFORMANCE OF THE WORK**

#### **4.1 General Obligations Of Contractor.**

4.1.1 Contractor shall complete all work in accordance with the Contract Documents and any subsequently executed Change Orders and written Field Directives. Contractor shall do all work and furnish all labor, materials, tools, appliances, equipment, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, all other facilities, and incidentals necessary to furnish, perform, test, start-up, and complete the Work within the time set forth in the Agreement, except as otherwise specifically expressed within the Contract Documents.

4.1.2 The right of general direction by District does not render Contractor an agent or employee of District; Contractor understands and acknowledges that Contractor's liability for any damages to persons or to public or private property arising from Contractor's execution of the Work shall not be lessened due to District general direction to Contractor.

4.1.3 Neither the presence of any District officer, director, agent, employee, consultant, or independent testing/inspection service hired by District, nor their general review or approval of any work shall relieve Contractor from its obligations to perform the Work in accordance with the Contract Documents.

4.1.4 *Superintendent.* Contractor shall submit the name, and the qualification resume of the competent superintendent and Project Manager who shall have the authority to represent and act for Contractor at the pre-construction meeting. The superintendent (or a competent assistant previously approved by District Representative) shall be on the

Project site at all times while Work is in progress. The superintendent shall be changed only upon written consent of District Representative or if the superintendent ceases to be in Contractor's employ. Any replacement must be approved by District Representative. The superintendent, Project Manager and assistant shall be able to communicate with District Representative in English, as necessary for the safe and efficient execution of the Work.

4.1.5 *Pre-construction Meeting.* A pre-construction meeting attended by Contractor, District Representative, and others as appropriate, will be held within five (5) calendar days of *Notice of Award* to discuss the Work. All required documents, requests, and proposals must be submitted at or before this meeting.

4.1.6 *Review Work Site and Contract Documents.* Upon award of contract, Contractor shall again carefully compare work site conditions, all drawings, specifications, and other instructions and shall promptly report in writing to District Representative any error, inconsistency or omission at the pre-construction meeting.

4.1.7 *Monuments.* Contractor shall take reasonable measures to prevent dislocation or destruction of monuments before Contractor starts work. Contractor must protect benchmarks monuments and reference points from displacement or damage.

4.1.8 *Plans At Work Site.* Contractor shall at all times keep a complete and accurate set of the Agreement, and all Plans, Specifications, Addenda, Change Orders and shop drawings on the Work site (in good order) for use by District Representative.

4.1.9 *Daily Journal & Photo-Documentation.* Contractor shall maintain a daily journal of all activities on site, including but not limited to: deliveries to site; number of contractor personnel working on site; number of subcontractor personnel working on site; equipment operating on site; construction activities and work accomplished.

4.1.9.1 The journal shall include date and time stamped photo-documentation of the work described in the daily journal;

4.1.9.2 The daily journal shall commence on the date that the Contractor first starts work on site, including but not limited to brushing, clearing, mobilization, delivery of equipment or materials, etc. Following the first day of activity on site, Contractor shall log all work completed on a daily basis;

4.1.9.3 If no work is completed on site on a specific day, Contractor shall document "No Work on Site" in the daily journal for that date;

4.1.9.4 Contractor shall have daily journal with him/her at all times at the jobsite to ensure that work progress is being accurately documented as it is being completed;

4.1.9.5 District Representative may request to review daily journal at any time to confirm that Contractor is complying with daily journal requirements;

4.1.9.6 Two signed copies of the daily journal must be submitted with each Pay Application for the dates covered by the Pay Application. Pay Application will not be processed without submission of the daily journal.

## **4.2 Examination Of Site And Contract Documents**

4.2.1 *Examination of Site.* By executing the Agreement, Contractor acknowledges having examined the Work site; compared the site with the Plans and Specifications; determined any site variation that affects the scope, cost and schedule of the Work; and investigated the conditions of existing clearances, restrictions, or limitations that affect access to the Work. Contractor's failure to do any and all of the above shall not become a basis for claim of additional monies or extension of time.

4.2.2 *Transportation/Access.* Contractor shall investigate the conditions of the existing public and private roads for clearances, restrictions, and other limitations to transportation, and the ingress/egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims against District or extension of time for the completion of work.

4.2.3 *Examination of Contract Documents.* Contractor shall examine the Contract Documents to verify that there are no missing pages or sheets and shall obtain and examine any and all missing material prior to commencing the Work. District shall not allow any claim based on errors in the Contract Documents which Contractor has reason to recognize, unless Contractor gives prompt notice of the error to District Representative in writing.

4.2.4 *Contractor's Failure to Examine.* No allowance shall be made on behalf of Contractor due to neglect, failure or error in acquainting itself with the Project and existing conditions or any and all of the Contract Documents.

4.2.5 *Contractor's Notice to Subcontractors.* Contractor's failure to provide all subcontractors with all information received shall not become a basis for monetary claim, extension of time or change to contract requirements.

### **4.3 Permits And Regulations.**

4.3.1 *Compliance with Regulatory Requirements.* Contractor is directed to review and comply with any and all regulatory requirements of all agencies and jurisdictions having authority over the Work.

4.3.2 Contractor shall be responsible for securing and paying all permits, fees and/or licenses necessary to complete the Work. A copy of all permits and agreements must be displayed at the Work site. Contractor shall give all notices, pay all fees, obtain and pay for all permits, licenses, inspections, and certificates required by any governmental authority having jurisdiction over any part of the Work, unless otherwise relieved of such obligation in the Contract Documents. Contractor shall comply with all applicable laws, ordinances, rules and regulations. Before District Representative issues the certificate for final payment, Contractor shall deliver to District Representative all licenses, permits and certificates of inspection.

### **4.4 Subcontractors**

4.4.1 *Listing of Subcontractors.* Contractor has set forth in the Bid Form of the Agreement the name, address, phone number, type and cost of work, and proof of required license for each subcontractor who will perform work or render services in any amount exceeding one-half percent (1/2%) of the total bid according to provisions of the California Public Contract Code §4100 through §4113. Each subcontractor shall be licensed by the State of California Department of Consumer Affairs for the portion of work they perform in accordance with Contractor's License Law.

4.4.2 *Failure to Specify.* If Contractor fails to specify a subcontractor, Contractor must be fully qualified and licensed and shall perform that work. Contractor shall not sublet or subcontract any portion of work that was not designated to a subcontractor in the original bid. If Contractor subcontracts any portion of work after Award of Contract to an undesignated contractor, Contractor shall be subject to penalties according to the California Public Contract Code §4110.

4.4.3 *Substitution of Subcontractors.* Contractor shall not substitute any subcontractor for another listed in the original Bid Proposal without the written consent of District



Representative. Consent may be granted in any of the following situations:

- (a) Contractor demonstrates to District that the subcontractor listed was the result of an inadvertent clerical error, subject to the provisions of the California Public Contract Code §4107.5.
- (b) The subcontractor listed refuses to execute a written contract with Contractor.
- (c) The subcontractor listed is not licensed and in good standing pursuant to the provisions of California Business and Professions Code §7000 through § 7145.
- (d) The subcontractor fails or refuses to meet bond requirements of Contractor.
- (e) The subcontractor becomes bankrupt or insolvent.
- (f) The subcontractor is substantially delaying or disrupting the progress of the Work.
- (g) District Representative determines that work performed by the subcontractor is substantially unsatisfactory and not in accordance with the Contract Documents, or is failing or refusing to perform his subcontract.
- (h) District determines that a listed subcontractor is not a responsible contractor.
- (i) The listed subcontractor is ineligible to work on a public works Project pursuant to California Labor Code Section 1777.1 or Section 1777.7.

4.4.4 *Notice and Hearing.* Prior to substitution of a subcontractor, District Representative shall give written notice to the listed subcontractor of Contractor's request to substitute and the reasons for that request. Written notice shall be served by certified or registered mail to the last known address of the listed subcontractor. The subcontractor shall have five (5) working days to file with District written objections to the substitution. Failure to file written objections shall constitute the listed subcontractor's consent to substitution. If written objections are filed, District shall give five (5) working days written notice to Contractor and subcontractor of a hearing by District on Contractor's request for substitution.

4.4.5 *Subcontractor Assignment.* Contractor shall not permit a subcontractor to assign, transfer or convey the performance of work to another subcontractor without the written consent of District Representative.

- (a) *Violation; Penalty.* In accordance with California Public Contract Code §4110, District may consider the violation of any portion of this paragraph a breach of contract and cancel this Contract or penalize Contractor ten percent (10%) of the amount of the subcontract involved. Contractor shall be entitled to a public hearing as described above. District will give written notice of the hearing five (5) days in advance. All recovered funds shall be paid to District's General Fund.

4.4.6 *Contractor's Responsibility for Subcontractors.* Contractor agrees to be fully responsible to District for the acts and omissions of any and all subcontractors and for persons either directly or indirectly employed by them. Contractor shall coordinate all subcontractors to complete all the Work in accordance with the Contract Documents.

4.4.7 *Non-Contractual Relationship.* Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and District.

## **4.5 Joining, Cutting, Patching And Digging; Defects.**

4.5.1 *Joining of Parts.* Contractor shall cut, fit or patch Contractor's work as required to make its several parts come together properly with the work of other contractors and shall do all that is necessary in the joining of all parts in a neat and workmanlike manner to the

satisfaction of District Representative. Contractor shall not damage or endanger any portions of work fully or partially completed.

4.5.2 *Consent Required.* Contractor shall not cut, dig or otherwise alter the work of another contractor without the prior written consent of District Representative.

4.5.3 *Defects.* If Contractor's work depends upon the work of another contractor, Contractor shall inspect and promptly report to District Representative any defects that could prevent proper performance. Contractor's failure to inspect and report shall constitute acceptance of the other contractor's work. No claim by Contractor of prior defects affecting the Work will be considered after work has started. Contractor will make all corrections at own expense. Prior defects affecting Contractor's work discovered after starting shall be reported immediately to District Representative.

4.5.4 *Measurement of Work in Place.* Contractor shall measure work already in place and shall report promptly in writing to District Representative any discrepancy between existing work and the Plans and Specifications.

4.5.5 *Costs.* Any costs resulting from defective or out of sequence work shall be borne by Contractor.

#### **4.6 Use Of Premises.**

4.6.1 *Physical Limits of Materials, Operations.* Contractor shall confine all machinery, tools and other apparatus, the storage of materials and the operations of Contractor's workers to limits indicated by law, ordinances, permits or directions of District Representative. All personal vehicles shall park within the project boundaries and not trespass onto adjoining properties.

4.6.2 *Temporary Storage.* Contractor shall not use the Project site or any area set aside as a temporary construction yard as a site for the temporary storage of equipment, appliances, vehicles, or other materials, that are not or will not be used in the Work.

4.6.3 *Dangerous Loads.* Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety or the safety of any person or property.

4.6.4 *Signs and Advertising.* Contractor shall comply with and enforce District Representative's instructions regarding placement of signs and advertising on and about the Work site. Advertising signs or name labels of any description shall not be placed on or near the Work site without District Representative's prior written approval.

4.6.5 *District Occupancy Prior to Acceptance.* District reserves the right to occupy or use any part, parts, or the entirety of the Work when District Representative deems it safe. The exercising of this right shall in no way constitute an acceptance of any part of the Work, nor shall it in any way affect the dates and times when payments become due Contractor; nor shall it in any way prejudice District's rights in the Contract. The Contract shall be deemed completed only when District Representative, in writing, accepts all the Work contracted for.

4.6.6 *Field Office.* If a job site office is used, District Representative must approve the facility and its location before installation. District makes no representations as to the feasibility of access to the Work area for a job site office or secured storage facility due to the nature of the site which may hinder or prevent such transportation.

#### **4.7 Project Cleanliness.**

4.7.1 *Requirements.* Contractor shall keep the Project and surrounding areas free from accumulations of waste material and rubbish generated by employees and subcontractors. Contractor shall remove all rubbish, tools, equipment and surplus materials leaving the

area "broom clean" at the completion of the Work, unless a different nature of cleanup or repair is specified elsewhere in the Contract Documents. Trash and rubbish must be stored in animal-proof containers, transported daily from site and legally disposed of. Contaminated or dangerous materials must be removed and promptly disposed of if encountered. No materials may be burned, buried or otherwise disposed of on site. Tools, equipment, and site protections measured are to be removed when Work is completed and when authorized to do so by District Representative.

4.7.2 *Disputes*. If a dispute arises between Contractor herein and any other contractor(s) retained by District (excluding any subcontractor(s) of Contractor herein) as to responsibility for removal of rubbish or other waste, District may remove the rubbish or other waste and charge all or any portion of such costs to Contractor as District Representative determines to be reasonable.

**4.8 As-Built Documents.** Contractor shall maintain a complete and updated set of "As-Built" drawings and supplementary documents that shall be corrected daily and show every change from the original drawings and specifications, as well as the exact locations, sizes and kinds of equipment as actually installed. This set of drawings and documents shall be kept on site and shall be used as a record set. Updates must occur both on hard-copy and electronic version of "For Construction" documents.

4.8.1 These drawings shall also serve as work progress sheets, and neat and legible annotations shall be made daily as the Work proceeds, showing the Work as actually installed. These drawings shall be available at all times for inspection and shall be kept at the worksite in a location designated by District Representative.

4.8.2 Contractor will meet on a regular basis with District Representative to confirm the correctness and completeness of the "As Built" documents. Under no circumstances shall trenches be backfilled until District Representative has verified the "As Built" plans relating to such trenching. If, in the sole opinion of District Representative, Contractor fails to provide accurate and verifiable information, a survey crew may be retained by District at Contractor's sole expense.

**4.9 Water And Air Pollution; Environmental Protection; Erosion Control.**

4.9.1 *Water Pollution*. Contractor shall exercise every precaution to protect streams and bodies of water from pollution by fuels, oils, salts or other hazardous materials as defined herein. Contractor shall minimize muddying and silting of any stream or body of water. Contractor shall, at District Representative's direction, perform work in small units or use modified construction procedures when necessary, to provide effective water pollution control. Contractor shall prevent any construction equipment, material, and debris from falling, landing, or reaching any adjacent creek drainage. At the pre-construction meeting, Contractor shall submit to District Representative in writing, a program to control water pollution. Contractor shall provide, at no cost to District, temporary dikes, basins, ditches, straw, seed, or other appropriate device, when, in the opinion of District Representative, they become necessary as a result of Contractor's operations. District Representative may require Contractor to revise Project operations and the Work Schedule at no additional cost to District if Contractor's water pollution control measures are ineffective.

4.9.2 *Dust Control*. Contractor shall control dust resulting from Contractor's performance of the Work either by applying water or a dust palliative without additional costs to District. Use temporary enclosures, coverings and water sprinkling, or combinations

thereof, as necessary to limit dust to lowest practicable level, consistent with the Project's Erosion Control and Pollution Prevention Plan, except do not use water to the extent that it causes flooding, erosion, or contaminated runoff. District Representative has full authority to suspend Work wholly or in part should Contractor fail to perform to the satisfaction of District Representative.

**4.9.3 Sudden Oak Death (SOD) Precautions.** Prior to the start of construction work, the Construction Superintendent shall inform construction personnel that they are working in a potential SOD-infested area, the implications of the disease, and the need to prevent further disease spread. Non-English speaking personnel shall be provided the appropriate written or verbal translations. To the extent practical, avoid locating equipment and material near host plants and trees, especially if showing disease symptoms. Route all equipment away from host plants and trees, especially if they exhibit any disease symptoms. No plants, trees, soil, duff, or other natural on-site material shall be removed from the Preserve without prior approval from District Representative. Any cutting or chipping of on-site plant material shall be restricted to the Project area and the debris shall remain in the Project area. After completing any cutting or chipping of on-site plant material, ensure that the equipment is free from host debris by first removing any visible plant material that clings to the equipment and follow with the cutting or chipping of non-host material. Before any equipment or vehicles leave the Preserve, Contractor shall inspect the equipment and vehicles for host plant debris (leaves, twigs, and branches). Host plant debris must be removed from equipment and vehicles prior to their departure.

**4.9.4 Mud.** If conditions at the Work site are muddy due to dust suppression activities or summer rains, remove or wash off accumulations of soil, mud, and organic debris from shoes, boots, vehicles, and heavy equipment prior to exiting the Preserve. If an equipment power wash station is used, District Representative must first approve its location.

**4.9.5 Wildlife.** Construction workers shall be instructed not to disturb or feed wildlife.

**4.9.6 Noise.** District Representative shall decide on the adequacy of provision and maintenance of noise reduction equipment. When so instructed in writing by District Representative, Contractor shall immediately withdraw any item of plant or equipment from service and carry out all necessary additions, replacements or repairs to the noise reduction equipment to the satisfaction of District Representative.

**4.9.7 Pollution Prevention.** All equipment shall be in proper working order, with no known leaks. All leakage shall be cleaned up properly. Equipment shall be cleaned of all excess dirt or soil materials prior to departing District property. All leakage shall be cleaned up properly as set forth in the Erosion Control and Pollution Prevention Plan if one has been prepared for the project. Equipment shall be cleaned of all excess dirt or soil materials prior to departing District property.

**4.10 Protection Of Historic Resources And Human Remains.** Contractor shall, during all work, be alert for indicators of historic resources (such as bivalve shells or fragments, stone tools, old china objects or fragments, old glass objects or fragments, old foundations and old privy deposits) and human remains. If any such indicators are uncovered, all work within fifty (50) feet shall be halted and District Representative immediately notified. District will have the find evaluated by the proper authorities or professionals. Only the balance of that workday shall be compensated by District if Contractor cannot perform work elsewhere on the Project. Recommendations from the qualified authorities or professionals may result in a change of Work and a Change Order

may be issued.

#### **4.11 Hazardous Materials**

4.11.1 *Definition.* As used herein, hazardous materials shall include all items listed in any statute, ordinance or publication defining hazardous materials including, but not limited to, common household items containing substances now or subsequently listed as a hazardous material or substance, chemicals, drugs, any materials used for laboratory analysis, nuclear and/or radioactive materials, toxic substances, hazardous substances, hazardous wastes, contaminated or polluting substances, materials or waste toxic, caustic, corrosive, gaseous or flammable substances that may cause injury, illness or death to living organisms.

4.11.2 *Approval.* Contractor shall not use any hazardous material in connection with this Project without the prior written approval of District Representative. Ten (10) working days prior to using a hazardous material, Contractor shall submit to District Representative complete Material Safety Data Sheet (MSDS) information, product specifications, and a document stating the application rate and method and including the name of the manufacturer's local representative and emergency telephone numbers. District Representative's response to Contractor's request for approval of hazardous materials use shall not affect Contractor's obligation to comply with the provisions of this section.

4.11.3 *Application.* In using hazardous materials, Contractor shall:

- (a) Notify District Representative of the application schedule at least five (5) working days in advance.
- (b) Comply with all applicable federal, state, and local laws, regulations, and ordinances relating to the use and disposal of hazardous materials and containers, environmental protection, industrial hygiene, worker and public safety.
- (c) Supply protective clothing or equipment as required by applicable federal or state law for all persons handling hazardous materials, and for District Representative as required for inspection of the Work.
- (d) Be responsible for the notification of all concerned parties adjacent to or effected by said hazardous material and as directed by District Representative.

4.11.4 *Special Situations.* In the event Contractor encounters material on the site reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous or toxic substance, Contractor shall immediately stop Work in the areas affected and report the condition to District Representative. If in fact the material is asbestos, polychlorinated biphenyl (PCB) or any other hazardous or toxic substance that has not been rendered harmless, the Work in the affected area shall not be resumed except by written agreement between District Representative and Contractor. The Work in the affected area otherwise shall only be resumed when asbestos, polychlorinated biphenyls (PCBs) and other hazardous or toxic substances have been removed or rendered harmless.

4.11.5 For Projects where scope of work includes Hazardous Materials Abatement and/or Remediation, refer to Project Drawings and Specifications for Hazardous Material requirements.

#### **4.12 Safety**

4.12.1 *Responsibility for Safety.* Contractor shall be responsible for initiating, maintaining

and supervising all safety precautions and programs. All work shall conform to the requirements of the California Administrative Code, Title 8, Industrial Relations, Division of Industrial Safety. Contractor shall be solely responsible for responding to, and the final satisfaction of any and all claims of personal injury or property damage.

4.12.2 *Safety Equipment and Workers.* Typical natural hazards on District lands include poison oak and other poisonous plants, poisonous insects and spiders, ticks, rattlesnakes, rabid animals, thorny plants, heat stroke, and rough terrain. All job site personnel should be able to recognize these hazards and to handle accidents involving them. Contractor shall take all reasonable measures as required by existing conditions and performance of the Contract to protect the public and their property. Contractor shall provide adequate barricades, fences, signs, tarps, warning lights, watchpersons, flag persons, etc., to protect the public and their property. Safety devices and workers shall comply with the current State of California "Manual for Warning Signs, Lights and Devices for Use in Performing Work Upon Highways", as a minimum standard. All lighting shall be electric powered and left on from sunset to sunrise.

4.12.3 *Trench and Excavation Safety.* As required by the California Labor Code §6705, whenever any portion of the Work involves excavating or trenching five feet or deeper, Contractor shall submit for acceptance by District a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made, to protect Contractor's workers, District personnel, and the public at large. If the plan varies from standard shoring systems established by the Construction Safety Orders of the Division of Industrial Safety, a registered civil or structural engineer employed by Contractor shall prepare the plan. All costs for trenching, excavation safety, including engineering, shall be included within the Contract Bid. Contractor shall submit a shoring plan for review and acceptance by District at the pre-construction meeting for all work that may require excavations five feet deep or deeper. The responsibility for adequacy and safety remains the sole responsibility of Contractor. The shoring plan shall conform to all applicable safety orders and all provisions of this Agreement. All trenching or excavation greater than five (5) feet deep below ground surface shall meet the provisions of Public Contracts Code §7104, which provides the follows:

(a) Contractor shall promptly, and before the following conditions are disturbed, notify District, in writing, of any:

4.12.3.a.1 Material that Contractor believes may be material that is hazardous waste, as defines in Health and Safety Code Section 25117, and may be required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

4.12.3.a.2 Subsurface or latent physical conditions at the site differing from those indicated.

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

(b) District shall promptly investigate the conditions, and if it finds that the conditions do materially so 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.

- (c) In the event that a dispute arises between District and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, 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 that pertains to the resolution of disputes and protests between the contracting parties.

4.12.4 *Use of Equipment.* No equipment shall move onto the Project without approval from District Representative. All equipment shall remain within the Project boundaries as set forth by District Representative and/or Contract Documents.

4.12.5 *Unauthorized Vehicles.* When required by this Contract or District Representative, Contractor shall take measures to prevent unauthorized vehicular traffic.

4.12.6 *Material and Equipment Transportation.* Trucks hauling material or equipment shall not exceed vehicle or posted load and speed limits.

#### **4.13 Time Limits On Work.**

4.13.1 *Work Hours.* No Work or equipment shall be started on a Work Day before 7 a.m., nor continue beyond 5 p.m., except when expressly permitted by the Contract Documents, agreed upon at the pre-construction meeting, or otherwise approved in writing by District Representative. Work outside of these hours, on weekends or on Legal Holidays, shall be subject to a fine of One Thousand Dollars (\$1,000.00) per day as liquidated damages, the exact amount of the actual damages being difficult to calculate, and the parties hereby agree that this is a fair and reasonable estimate of the actual damages suffered by District and its constituents and which shall be levied at the sole discretion of District Representative. Contractor may request permission to work on a Saturday, Sunday, or Legal Holiday, or outside normal working hours by notifying District Representative at least two (2) Working Days in advance. Contractor shall only be permitted to Work outside normal working hours at such times and on such days as are previously authorized by District Representative in writing.

4.13.2 *Extensions, Delays, Suspension Of Work.* District Representative shall have sole discretion in the approval or denial of Contract time extensions. Contractor may make written request to District Representative for an extension of time to complete the Contract promptly following an occurrence of any one or more of the following:

- (a) Delay due to work by District or another contractor.
- (b) Delay due to difficulties in securing all required permits.
- (c) Labor dispute beyond Contractor's control that affects work progress.
- (d) A natural disaster that District Representative concludes substantially damages completed work or stored material (provided Contractor's neglect did not contribute to the damage).
- (e) Unusual Inclement Conditions. Contractor shall submit the accumulated record mean values from climatological data filed by the U. S. Department of Commerce as part of Contractor's claim for time extension due to inclement conditions, if an extended inclement weather season causes contract work delay.

4.13.3 *Liquidated Damages for Delay.* If Contractor fails to complete the work within the specified time plus any extensions thereof, Contractor shall become liable to District, as

liquidated damages, the sum of \$1,000.00 for each calendar day beyond the time specified above, the actual damage incurred being difficult to calculate and the parties hereby agree that this is a fair and reasonable approximation and not to be construed as a penalty. Nothing herein shall be construed to preclude District from recovery of damages for causes other than for delay by Contractor. Any money due Contractor may be retained by District to cover liquidated damages. Should retained money not be sufficient to cover damages, District shall have the right to recover the balance from Contractor or its sureties.

4.13.4 *Authorized Suspension.* Should District Representative authorize a work suspension, the suspension time shall be added to the Contract time. Work suspended by District shall not be deemed a waiver of District's right to damages for non-completion.

4.13.5 *Delay Caused by District.* In the event District delays Contractor in the Work, Contractor's compensation shall be limited solely to an extension of time. Contractor agrees that in no event shall Contractor be entitled to a monetary payment over and beyond that specified in the Contract plus approved change orders. However, if District causes the delay, and the delay is unreasonable under the circumstances and not within the contemplation of the parties, this subsection shall not preclude the recovery of compensation when Contractor would otherwise be entitled to such payment.

4.13.6 *Additional Work to Correct Delays.* If, in the opinion of District Representative, Contractor is not proceeding with the Work as scheduled, upon written direction from District Representative, Contractor shall work (at no additional cost to District) such overtime, additional shifts, Saturdays, Sundays or Legal Holidays required to correct delays. Contractor shall, by the diligent pursuit of the Work, ensure that the Work is completed within the Contract time.

#### **4.14 Employees, Work Day, Apprenticeship, Non-Discrimination And Wages.**

4.14.1 *Skilled Workers.* Contractor and all subcontractors shall only employ workers suitably skilled in the Work.

4.14.2 *Character of Workers.* Anyone employed on the Project by Contractor, or any subcontractor, who in the opinion of District Representative is incompetent, disorderly, or otherwise acts improperly, after written notification, shall be dismissed from the Project and not further employed on any part of the Work.

4.14.3 *Lawful Working Day.* Work performed by workers more than eight (8) hours during any one (1) calendar day and more than forty (40) hours in any one (1) calendar week may be permitted pursuant to the overtime provisions of Labor Code Section 1815 and then only upon such terms, conditions and requirements as provided and fixed by law. As provided in California Labor Code §1813, Contractor shall forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work in violation of Labor Code Sections 1810 through 1815.

4.14.4 *Apprenticeship Standards.* Contractor shall comply fully with the requirements of California Labor Code §1777.5 regarding employment of registered apprentices. If Contractor willfully fails to comply with this code section, Contractor may be denied the right to bid on any District contract for a period of one (1) year from the date of non-compliance determined by the California Division of Apprenticeship Standards. When District receives from the Division notice that Contractor is not in compliance with apprenticeship standards, District shall withhold from Contract payments the amount of the civil penalty imposed by the Division, which funds may be released to Contractor



upon order of the Administrator or upon completion of the Contract.

4.14.5 *Non-Discrimination*. Contractor and its subcontractors will comply with all applicable equal employment opportunity and affirmative action laws throughout the term of this Agreement. Contractor hereby certifies that it will not unlawfully discriminate in its employment with regard to race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual preference, or age; that all federal, state and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively. Contractor further certifies that it shall require the compliance of its subcontractors on the Work with all of the provisions of this paragraph. Contractor hereby acknowledges its understanding that this Contract may be canceled, terminated or suspended in whole or in part and Contractor and/or its subcontractors declared ineligible for future contracts with District, in the event Contractor and/or its subcontractors are found in non-compliance with the terms hereof.

4.14.6 *Wages*. As required by law, Contractor shall pay all workers California Prevailing Wages for each trade or classification on the job during the term of this Agreement. These rates include, but are not limited to, employer payments for health and welfare, pension, vacation, travel time, subsistence pay and for apprenticeship and training obligations. The current issue of the Director of the Department of Industrial Relations for the State of California GENERAL PREVAILING WAGE RATES for straight time, overtime, Saturday, Sunday, and Legal Holidays is herein incorporated as part of this Contract. Any and all revisions to the GENERAL PREVAILING WAGE RATES that take effect during the Contract shall be adopted as part of this Contract. Contractor shall post Prevailing Wage Rates on job site. A copy of the GENERAL PREVAILING WAGE RATES is available for review at the office of District Representative. Copies of the prevailing wage rates are on file at District's principal office. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 603, San Francisco, CA 94101, (415) 703-4281. District will not recognize any claim for additional compensation because of payment by Contractor of any wage above the GENERAL PREVAILING WAGE RATES. The possibility of wage increases is an element to be considered by Contractor in determining its bid, and may not under any circumstance form the basis of a claim against District.

4.14.7 *Labor Code §1861*. Contractor has executed the affidavit, attached hereto and incorporated herein as Exhibit 3, pursuant to Labor Code §1861.

4.14.8 *Holidays*. Holiday wage rates shall apply to holidays recognized in the collective bargaining agreement of the particular craft or classification concerned.

4.14.9 *Contractor and Subcontractors Compliance*. Contractor and each subcontractor shall pay general prevailing per diem wages (including holiday and overtime pay) to all of their workers on the Project. As of March 1, 2015, contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) to maintain eligibility to work on public works projects (Cal. Lab. Code §§ 1725.5, 1771.1). Work performed on the Project is subject to compliance monitoring and enforcement by the DIR. Contractor is solely responsible for posting Job Site Notices in compliance with the California Labor Code and Title 8 California Code of Regulations §16451.

4.14.10 *Payroll Record Requirements*. Contractor and each subcontractor shall keep accurate payroll records showing the name, address, social security number, work

classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed on the Project pursuant to California Labor Code §1776. Payroll records shall be available for inspection at all reasonable hours by District Representative. Contractor shall make payroll records available pursuant to California Labor Code §1773.2 If a complaint is filed with District or the Division of Labor Standards Enforcement alleging that Contractor or subcontractor has paid less than prevailing wage on the Project, District shall withhold from progress payments to Contractor an amount equal to one hundred and twenty-five percent (125%) of the amount claimed until the allegation is settled.

#### **4.15 Work Schedule.**

At least three (3) days prior to the Pre-Construction Conference to be scheduled by District, Contractor shall provide three hard copies of a detailed critical path network schedule for performance of the Work, generated on a commonly used professional scheduling software program approved by District Representative. This schedule shall incorporate all Subcontractor Work and other provisions necessary to bring the Work to Substantial Completion and Final Completion and Acceptance within the Contract Time. Schedule shall be itemized in sufficient detail to identify and show all administrative, engineering, permitting, submittal, procurement fabrication, site mobilization, inspections, testing, sampling, equipment erection and field construction activities required for completion of the Work. Schedule shall detail all items of work as described in the bid schedule and shall show the dates of start and completion for each item. Any required permits shall be obtained or permit application(s) shall be submitted within five (5) working days from the date of issuance of a written *Notice to Proceed*. The Contractor shall submit to the District Representative a monthly update to the Construction Schedule with each Application for Payment. The monthly update shall be in the form of a Summary Bar Chart and shall reflect the actual activity and progress of all Work through the preceding month. The Monthly Updates shall identify all actual start dates and completion dates and shall include a graphical representation of the interim progress of all activities started, completed, or in progress since the date of the previous Monthly Update. The Monthly Update shall include any changes, clarifications, or corrections recommended by the District Representative. District will make no progress payments to Contractor until District Representative has approved the Construction Schedule. Failure to make Construction Schedule adjustments shall be cause for District to delay progress payments. Construction Schedule changes shall not affect the Completion Date.

#### **4.16 Submittals**

4.16.1 The following terms shall have the following meanings:

- (a) “Product Data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for a portion of the Work.
- (b) “Shop Drawings” are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or Subcontractor to illustrate some portion of the work.
- (c) “Samples” or “Mock Ups” are physical examples which illustrate materials equipment or workmanship and establish standards by which the work will be

judged.

- (d) "Submittals" shall include without limitation, Product Data, Shop Drawings, Samples, coordination drawings, certificates, manufacturers' descriptive literature, materials safety data sheets, brochures, pamphlets, catalogue cuts, calculations, reports, color charts, and other descriptive data defining the article, material, equipment, device or assembly proposed for incorporation into the Work.

4.16.2 Within 20 days of execution of the Agreement, Contractor shall prepare a schedule for submission of all required Submittals (the "Submittal Schedule"). The Submittal Schedule shall identify any Submittals that are on the critical path of the construction schedule and provide sufficient time to order, test, procure, deliver, assemble and install the material and equipment in strict accordance with the Construction Schedule. The Submittal Schedule shall ensure sufficient time for District review, comment and resubmittal, if required.

4.16.3 All Submittals shall be dated and properly identified by name of Project and name and address of Contractor. In addition, each Submittal shall be referenced to Drawing Details number(s) and/or Specification Section and paragraph number(s). Submittals without such identification will be returned without review.

4.16.4 Prior to submitting a Submittal to the District Representative, Contractor shall thoroughly review and approve the Submittal for compliance with the Contract Documents. By reviewing and approving all Samples and Shop Drawings, Contractor thereby certifies that it had determined and verified all field measurements, materials, catalogue numbers, and similar data, and that it has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and the Contract Documents. Submittals without Contractors stamp and certification, and Submittals which in the opinion of the District Representative are incomplete or not in compliance with the Contract Documents, will be returned to the Contractor without review for resubmission.

4.16.5 Contractor shall provide District Representative with six (6) copies of all Submittals. If both Shop Drawings and Samples or Product Data are required for the same item, District Representative may require both to be submitted before approving either. No Submittal review comments or acceptance, on the part of the District's review thereof, shall constitute an authorization for any increase in Contract Price. Upon review, the Submittal shall be stamped as follows (or stamped using reasonably equivalent language acceptable to the District Representative:

- (a) "Reviewed – No Exceptions Taken": No corrections or resubmissions are required. Contractor may proceed with the fabrication of construction;
- (b) "Reviewed – Make Corrections Noted": Resubmission is not required. Contractor may proceed with fabrication or construction on the condition that correction noted are incorporated into the Work. If Contractor cannot comply or disagrees with the corrections noted, it shall revise the Submittal and resubmit before proceeding with the fabrication or construction.
- (c) "Review – Revise and Resubmit": Resubmission is required. Fabrications or construction may not proceed; any fabrication or construction shall be at Contractor's risk. Contractor shall revise the Submittal as indicated and resubmit.
- (d) "Rejected": Resubmission is required. Fabrications or construction may not

proceed; any fabrication or construction shall be at Contractor's risk. Contractor shall revise the Submittal in accordance with the Contract Documents and resubmit. Review cannot proceed because minimum requirements for Submittal have not been met.

4.16.6 After review, Contractor shall maintain a log of all Submittals marked "Reviewed – No Exceptions Taken" and "Reviewed – Make Corrections Noted" at the Contractor's field office on site. Approved mock-ups if any, shall remain as the standard for acceptance of the Work.

4.16.7 Submittals shall be reviewed with reasonable promptness, considering the complexity of each Submittal and the timing of other Submittals delivered by the Contractor. Contractor shall allow at least three (3) weeks to process Submittals, and at least four (4) weeks to process complex Submittals. These periods of time do not allow for resubmittals, if required. Contractor acknowledges that certain Submittals may require additional time.

4.16.8 Submittals shall be reviewed for their general characteristics and general design only. District review shall not in any way release Contractor from his duty to comply with the requirements in the Contract Documents or from his responsibility to ensure the proper fit, construction sequences, dimensions and quantities.

#### **4.17 Materials.**

4.17.1 *Quality.* All materials furnished by Contractor shall be new and meet all standards of quality and workmanship of their kind unless otherwise specified in the Contract Documents. Materials specified as recycled in the Contract Documents must meet appropriate California Department of Transportation ("Caltrans") specifications as described. All materials are at any time subject to inspection, sampling, testing, approval or rejection by District Representative. When required by District Representative, Contractor shall furnish acceptable documented evidence of the kind and quality of materials used. The words "or equal" in the Plans and Specifications mean "or equal in the opinion of District Representative".

4.17.2 *Substitutions.* District Representative's approval of a substitute material shall not relieve Contractor of responsibility for total compliance with the Plans and Specifications. Contractor shall pay all costs for modifications resulting from the approved substitution of material. There shall be no cost to District resulting from the use of any substitute material(s) by Contractor.

4.17.3 *Substitution Request.* Request for a material substitution shall be submitted promptly to District Representative in writing at least ten (10) working days prior to the day approval is required so as not to delay the Work.

4.17.4 *Materials List.* When requested by District Representative, Contractor shall submit at least five (5) copies of catalog cuts, engineering data, and other information regarding materials that are proposed for the Work. The materials list submitted shall include a description of the materials and their suppliers. No progress payment shall be made before District Representative reviews and accepts the materials list.

4.17.5 *Unavailable Or Late Materials.* It is the responsibility of Contractor to order and schedule delivery of materials in time to avoid construction delays. If any item is unavailable or will be delivered late, Contractor shall immediately notify District Representative. Contractor must substantiate that materials were ordered in a timely manner. District Representative may grant a contract time extension or consider a suitable material substitution for continuing the Work.

#### **4.18 Public Convenience.**

*4.18.1 Public Convenience.* Contractor shall conduct the Work so as to ensure the least possible obstruction to traffic or inconvenience to the general public.

*4.18.2 Road and Trail Closures.* Contractor shall not obstruct roads or trails that are to remain open during construction and shall allow unencumbered access through Preserve gate entrances. Contractor shall not close or obstruct driveways, trails, or other public passageways without permission from District Representative or other authorities having jurisdiction.

*4.18.3 Failure to Provide for Safety.* If in the opinion of District Representative, Contractor fails to adequately provide for safety, District Representative may suspend construction within the area; or order and place any additional warning devices, barriers, or protective equipment deemed necessary; or do both. District shall not assume Contractor's responsibilities by this action and does not thereby release Contractor's obligations. Contractor will be liable to, and promptly reimburse District for, all costs District incurs in acting under this paragraph in an amount equal to twice District's expenses and costs in acting pursuant to this paragraph, as liquidated damages, the extent and amount of actual damage to District being difficult to precisely calculate and the parties agree that such measure of damages is a fair and reasonable estimation thereof. This action shall not become a basis for any claim for time or money against District.

#### **4.19 Fire Hazards And Preventions**

*4.19.1* Contractor is responsible for any fire ignited by Contractor's employees, subcontractors, or equipment. Employees shall not be allowed to start fires. No open flames are permitted.

*4.19.2* Contractor shall take necessary precautions to guard against and eliminate fire hazards that may cause damage to the Work, building materials, equipment, public, and private property, including grassland, brush, and trees.

*4.19.3* Flammable materials shall not be poured into drain lines and shall be disposed of only in a manner approved by the Fire Marshal's office and District Representative.

*4.19.4* Fire hydrants shall be kept accessible to fire-fighting equipment at all times.

*4.19.5* No smoking is allowed on the Work site or otherwise within a District Preserve.

*4.19.6* For emergency response in the event of fire, Contractor shall contact both Mountain View Dispatch at (650) 968-4411, and the California Department of Forestry at (831) 335-9113 in San Mateo County and Santa Cruz County or at (408) 779-4111 in Santa Clara County, and any other emergency response agencies identified to be a responder to the Work.

**4.20 Emergencies.** In an emergency affecting the safety of life, the Work or adjoining property, Contractor shall take all necessary and proper steps to prevent any loss, injury or death. Contractor shall make every effort to communicate with District Representative and may be guided by the directions and/or advice of District Representative. If the character of the emergency is such as to require action within a short time or circumstances otherwise render communication with District impractical, Contractor shall act independently and upon its own. Contractor's emergency acts will be subject to the direction and control of District as soon as it is practical.

#### **4.21 Utilities.**

4.21.1 *Existing Utilities*. Contractor's attention is directed to the existence of utilities shown or not shown on the Plans. The location of known utilities shown on the Plans is approximate. It is Contractor's responsibility to investigate and locate existing utilities. Contractor shall call Underground Service Alert (USA North) (1-800-227-2600) for assistance. Contractor will immediately report to District Representative any utility that varies significantly from the Plans.

4.21.2 *Utilities Identified in Plans and Specifications*. When it is necessary for Contractor to remove, relocate or protect any utility that is identified in Plans and Specifications to execute this Contract, Contractor shall remove, relocate, or protect that utility or notify the owner and make arrangements for coordinating the removal, relocation or protection of that utility with his work. There shall be no claim for additional compensation or time by Contractor for this work. Contractor shall repair all areas surrounding utility work to District Representative's and utility owner's satisfaction according to California Government Code §4215.

4.21.3 *Utilities Not Identified in Plans and Specifications*. When any utility on the Project must be removed, relocated, protected or repaired by Contractor, and the utility is not identified in the Plans and Specifications, District shall compensate Contractor for the cost of such utility work. District shall compensate Contractor for equipment idled by work on such unidentified utilities. Contractor shall use reasonable care in his Work to prevent damage to any unknown utility. District shall not charge Contractor for delay of Work due to any unidentified utility. Contractor shall notify District Representative and the utility owner, in writing, whenever Contractor discovers an unidentified utility subject to California Government Code §4215.

4.21.4 *Right to Enter Reserved*. District and any and all utility companies have the right to enter the Project to make repairs and changes that become necessary in the performance of this Contract.

4.21.5 *Certificate of Satisfaction*. Contractor shall, at Contract completion, produce written certification provided by any utility affected by Contractor's work stating that the utility is satisfied with Contractor's work.

4.21.6 *Temporary Utilities and Facilities*. Unless otherwise stated in the Contract Documents, Contractor shall provide all temporary utilities and sanitary facilities except where restrooms are made available onsite by District. District Representative must approve all temporary utilities and sanitary facilities before installation. Contractor shall immediately remove such temporary items upon completion of Contract or upon the direction of District Representative.

4.21.7 *Cellular Communication*. The Project location may be remote, with limited or no cell phone service.

**4.22 Protection Of Work And Property**. Contractor shall protect from damage or loss, Work and any existing District, private, or other public improvements or resources including vegetation, pathways, roadways, structures and utilities not designated for removal or alteration. Contractor shall repair or provide replacement for any such damage or loss to the satisfaction of District Representative, all at no cost to District. When Contractor is working in or around existing vegetation, Contractor shall not disturb such and shall take adequate measures to preserve and protect all vegetation that is to remain. Particular care shall be taken not to debark trees, break limbs, or damage root systems.

## ARTICLE FIVE

### INSURANCE, BONDS AND INDEMNIFICATIONS

#### 5.1 General Insurance Requirements.

5.1.1 Contractor shall provide, and keep in full force and effect during the Term of this Agreement, at Contractor's sole cost and expense, policies of insurance with companies licensed to do business in the State of California that are acceptable to District for the Coverages as more particularly set forth below. Contractor shall keep all required policies in full force and effect until final acceptance of the Work by District.

5.1.2 Contractor shall, within five (5) calendar days after *Notice of Award*, supply District with an acceptable Certificate of Insurance. An authorized insurance agent or broker must complete, execute and provide District with a Certificate of Insurance (ACORD 25-S, or a successor or comparable form, subject to prior approval by District) before a *Notice to Proceed* may issue. District reserves the right to cancel the contract if these requirements are not met within 30 calendar days of the *Notice of Award*.

5.1.3 The General and Automobile Liability policies must be endorsed to name District as an additional insured and must be on a primary non-contributing basis in relationship to any other insurance available to District. All policies taken out by Contractor insuring work and materials supplied must list District as an additional insured and be payable to Contractor and District. All policies shall contain a provision that they shall not be canceled or materially changed without thirty (30) calendar days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Contractor to furnish the required insurance during the term of the Agreement.

#### 5.2 Specific Insurance Requirements.

5.2.1 *Workers' Compensation Employer's Liability* coverage as required by statute, in full compliance with California Labor Code §3700, and containing a waiver of subrogation in favor of District. Contractor hereby acknowledges having read and understood the provisions of the California Labor Code §3700, which require every employer to be insured against liability for workers' compensation or that they undertake self-insurance in accordance with the provisions of that code, and Contractor agrees to comply with such provisions before commencing the Work. Acknowledgment shall be in the form attached hereto and incorporated herein as Exhibit 3.

5.2.2 *Comprehensive or Commercial General Liability*, including coverage for Bodily Injury and Property Damage in the amount of \$2,000,000.00 per occurrence.

5.2.3 *Business Automobile Liability* coverage including owned, non-owned and hired vehicles in an amount of no less than \$1,000,000.00 per occurrence.

5.2.4 *Subcontractor(s) Insurance Requirements*. Contractor shall either require each subcontractor to procure and maintain during the life of its subcontract all insurance of the type and in the amounts specified above or insure the activities of subcontractor(s) under its own policy or policies.

#### 5.3 Guarantee Bonds.

5.3.1 *Performance and Payment Bonds*. Contractor shall furnish District a Performance Bond in the amount of the Contract price, guaranteeing the faithful performance of the

Contract, and a Payment Bond in the amount of the Contract price, guaranteeing the payment of claims of subcontractors, suppliers of materials or labor, and others. Bonds shall be in the forms attached hereto and incorporated herein as Exhibits 1 and 2, with admitted Sureties approved by District. Contractor shall pre-pay all bond premiums.

*5.3.2 Approval of Sureties.* Any admitted surety company which at the time of execution of this Contract is listed in the latest published U. S. Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies", is hereby deemed approved.

*5.3.3 Substitution of Securities.* The Contractor may elect to substitute securities for monies withheld by the District to ensure the performance of the Contractor. The evaluation, handling, and deposition of substituted securities shall be as set forth in the California Public Contract Code §22300.

#### **5.4 Contractor's Indemnification Of District.**

*5.4.1 Indemnity.* Contractor agrees to indemnify, hold harmless, defend, and protect District, its officers, directors, agents and employees from any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including all reasonable attorney's fees), penalties, judgments or obligations whatsoever arising out of or in connection with any injury, death, or damage to any person or property or pecuniary or monetary loss that results from, arises out of, or in any way relates to the activities of Contractor both on and off the Project, including but not limited to claims related to the presence, use or disposal of hazardous materials, except for injury or damage resulting from the sole negligence or willful misconduct of District.

*5.4.2 Claim.* In the event a Contractor becomes aware that a claim has been, or is likely to be, made against District, its officers, directors, agents or employees, or they or District is named a co-defendant in any action concerning the Contract, Contractor shall immediately notify District. District may retain legal counsel at Contractor's sole expense and Contractor shall reimburse District for all legal expenses, including reasonable attorney's fees, spent in representing District.

*5.4.3 Apportionment of Liability.* In the event that a judge in a court of competent jurisdiction makes an apportionment of liability between District and Contractor, neither District nor Contractor shall request that a jury determine apportionment of liability. Contractor shall indemnify and hold harmless District as set forth above, unless the court determines that the injury or damage resulted from the sole negligence or the intentional and willful misconduct of District.

*5.4.4 Waiver.* Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage to property, and hereby releases District from any and all liability related to or in any way connected to Contractor's activities or Contractor's use of the Project site, premises or facilities.

*5.4.5 Contractor Responsibility.* Contractor and its subcontractors shall have sole responsibility for the safety of their equipment, property and personnel (including, but not limited to, its employees, agents, and officers) from any and all injuries, deaths or damages.

*5.4.6 Mutual Responsibility Of Contractors.* If Contractor causes damage to the work or others, or willfully or negligently delays another contractor or subcontractor in the performance of other work, Contractor is hereby obliged to attempt to settle such claim with such contractor or subcontractor by agreement. If a contractor or subcontractor serves written notice on District of Contractor's failure to meet this obligation or to settle the claim by agreement, District shall notify Contractor in writing of the pending claim.



Contractor shall defend itself (and District if included in claim) at Contractor's sole expense, including the payment of District's attorney fees. Contractor shall pay all costs, expenses and liabilities incurred by District as a result of any judgment in favor of another contractor.

## **5.5 Assumption Of Risk.**

**5.5.1 Injury, Damage to Work.** Contractor assumes all risks of injury or damage to the Work and materials arising from fire, storm, vandalism, theft or other causes prior to the acceptance of the Work. Contractor shall repair and/or replace any Work or materials damaged or destroyed, from any cause, to the reasonable satisfaction of District Representative and at no cost to District

**5.5.2 Exception.** Contractor shall not assume risk of injury or damage to work when damage exceeding five percent (5%) of the total Contract amount is caused by an Act of God, as defined in Public Contracts Code Section 7105, provided that the Work damaged was built in accordance with acceptable and applicable building standards and the Plans and Specifications. In such event, District may terminate this Contract upon reasonable notice to Contractor and upon payment of any amount due Contractor.

## **ARTICLE SIX**

### **PAYMENT AND COMPLETION**

**6.1 Schedule Of Values.** Contractor shall submit to District Representative a " Schedule of Values", which shall be consistent with information shown in the Construction Schedule and provide a breakdown of the total Contract Sum by assigning dollar values to applicable network activities. The assigned network activity costs, when added to Contractor's overhead costs, profit, cost of bonds, insurance, etc., shall equal the total Contract Sum. The Schedule of Values, when approved by District Representative, shall be the basis for determining the value of Work performed for the purpose of executing monthly payment requests.

## **6.2 Application For Payment.**

**6.2.1** On or about the last day of each month in which Work is performed, Contractor shall submit three (3) copies of an Application for Payment to the District Representative supported by such data substantiating Contractor's right to payment as District Representative may require (such as copies of requisitions or invoices from subcontractors) and reflecting the retainage provided elsewhere in the Contract Documents. Absent written direction from the District Representative to the contrary, each Application for Payment shall be in the form of a notarized AIA Document G702, Application and Certification for payment and (where applicable) supported by AIA Document G703, Continuation Sheet. The Application for Payment shall be accompanied by:

- (a) lien waivers and releases conforming to the requirements of the California Civil Code Section 3262, conditioned only upon the receipt of the payment applied for from Contractor and each Subcontractor performing the Work which is the subject of the Application;
- (b) unconditional lien waivers and releases, conforming to the requirements of the California Civil Code Section 3262, from Contractor and each Subcontractor performing the Work for which payment was made pursuant to the Application

for the Payment covering Work for the month one month prior to the pending Application for Payment;

(c) such evidence as the District Representative may from time to time request that each Subcontractor has received the funds allocated to it in any previous Applications for Payment; provided however, that the District Representative shall have no duty to verify that any Subcontractors have been paid;

(d) invoices, receipts, vouchers and other reasonable evidence substantiating the costs of the Changes in the Work included in the Application, if any;

(e) a separate written certification by Contractor that there is no known basis for the filing of any Liens against the Site or any other property of the District.

6.2.2 Contractor also shall certify the amounts previously paid by District to Contractor, the amounts previously paid to Subcontractors and the amount currently due to Contractor, with the amounts, in each case, broken down by trades. The Application for Payment shall constitute a representation from the Contractor to the District that the Work has progressed to the point indicated in the Application, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to the payment in the amount requested.

6.2.3 When Contractor submits an Application for Payment, it shall be reviewed by District Representative as soon as possible to determine if it is a proper payment request. At the District Representative's request, Contractor shall attend monthly payment meetings to review Application for Payment. If District Representative determines an Application for Payment is not proper, it shall be returned to Contractor as soon as practicable, but no later than seven (7) days after receipt, and accompanied by a document stating the reasons the request is not proper. Upon receipt of a properly submitted and undisputed request, District Representative shall authorize payment to Contractor for the amount District Representative agrees is properly due within thirty (30) days of receipt of such proper request. Payment requests shall be submitted on District forms.

6.2.4 *Monthly Payment Not Acceptance of Work.* Monthly or partial payments shall not be considered as acceptance by District of the whole or any part of the Work done up to that payment or relieve Contractor of any of its obligations.

6.2.5 *5% Retention.* Following approval by District Representative of Contractor's Application for Payment, District shall pay the Contractor the approved amount; provided however, that except as to Contractor's General Conditions Costs (for which there will be no retention) a 5% retention shall be withheld from each progress payment. The retention will be paid to Contractor upon satisfaction of all the conditions to final payment set forth in Section 6.6.6.

6.2.6 *Substitute Securities.* Contractor may elect to substitute securities for monies withheld by District to ensure the performance of Contractor. The evaluation, handling, and deposition of substituted securities shall be as set forth in the California Public Contract Code §22300.

6.2.7 *Final Retention Payment.* After acceptance of the Work, Contractor shall submit to District Representative a request for the retained funds. The retained funds of the total Contract price shall be paid (except as otherwise provided in the Contract Documents) forty (40) calendar days after the filing date of the *Notice of Completion* and the receipt of all unconditional waivers and lien releases from subcontractors and suppliers. In the event of a dispute between District and Contractor, District may withhold from the Final Payment an amount not to exceed one-hundred-fifty percent (150%) percent of the

disputed amount.

**6.2.8 Payments Withheld, Protection of Loss to District.** District Representative may withhold or nullify the whole or part of any progress payment as set out in the Contract Documents, including but not limited to payments withheld, to protect District from loss on account of:

- (a) Defective work not remedied.
- (b) Third party claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of Contractor to make payments properly owed subcontractors for materials, equipment or labor.
- (d) Reasonable evidence that the Contract cannot be completed for the unpaid balance.
- (e) Damage to District or to another contractor.
  - 1. Default of Contractor in the performance of terms of the Contract.
  - 2. Violation by Contractor of the apprenticeship requirements or the prevailing wage rate.
  - 3. Reasonable evidence that the Work will not be completed within the Contract time.

**6.2.9 Evidence of Payments.** Contractor agrees that upon request of District Representative Contractor shall submit a sworn statement setting forth the Work done or material furnished by subcontractors and suppliers, and the amount due and to become due to each. Before the final payment Contractor shall, if requested, submit to District Representative a complete set of unconditional lien releases or vouchers showing payments made for materials and labor used in the Work.

**6.2.10 Releases; Receipts.** When required, Contractor shall deliver a copy of receipts to District Representative and an affidavit that the receipts include all labor and material for which a claim could be filed. Neither the final payment nor the retained percentages will be due Contractor before all required receipts are received. If any subcontractor refuses to furnish a receipt in full, Contractor may furnish a bond satisfactory to District that indemnifies District against any claim, cost or damage, including all legal fees. Contractor shall refund to District all monies that District may be compelled to discharge for any unsatisfied claim, including all costs and reasonable attorney's fees.

**6.2.11** No payment request will be processed until District Representative verifies that the "As Built" documents are current and correct by initialing and dating said documents.

### **6.3 Claims.**

**6.3.9 Claim by Subcontractor, Supplier, Worker.** Any subcontractor, supplier of material or labor, worker or anyone having any claim against Contractor for work done or material furnished on the Work may give notice of such claim to District, who may withhold up to one-hundred twenty-five percent (125%) percent of the claim from payments due Contractor until the claim is settled. The provisions of this paragraph shall not lessen or diminish the right or duty of District to withhold payments under the provisions of the laws of the State of California.

**6.3.10 Claims Resolution.** Claims between Contractor and District arising from contracts valued at \$375,000.00 or less, shall be governed by the provision of the California Public Contract Code §20104 et seq. which provides special rules for meet and confer, mediation, and arbitration, and those valued in excess of \$375,000.00 shall be resolved by binding arbitration.

6.3.11 *Third Party Claims*. District shall have the authority to settle, pay or compromise third party claims related to the Contract Documents or the activities of Contractor related to the Project. District shall notify Contractor of District's receipt of any such third party claim within twenty (20) days of receipt.

#### **6.4 Final Inspection And Acceptance Of Work.**

6.4.1 When the Work is complete, Contractor shall request from District Representative a final inspection of the Work. District shall make the final inspection within ten (10) calendar days of the request. If District determines that the Work has been completed and is acceptable, District Representative shall formally accept the Work in writing.

Upon acceptance, Contractor shall be relieved of maintaining and protecting the Work unless specified otherwise. If District determines that the Work is not complete or rejects the Work, Contractor shall be notified in writing of deficiencies and Contractor shall again initiate the procedure for final inspection after all such deficiencies are corrected.

6.4.2 At the final inspection, the Work may be substantially completed and accepted with a "minor" punch list as determined by District Representative. The punch list items are to be completed within the sixty (60) day retention period, otherwise Contractor waives any and all rights to the retention monies withheld by District. District Representative may hire another contractor or utilize District crews to complete the Work. All costs, including administrative costs, will be charged against the monies withheld and shall be deducted from the contract price.

6.4.3 Following final inspection by District Representative and the completion of all punch list items, District Representative will file a *Notice of Completion* for the project.

6.4.4 Before the date of the final inspection, the corrected and completed information shall be transferred to a clean full-sized copy, scanned and submitted to District Representative on CD, or other media approved by the District Representative, for review. Final payment shall be withheld until the "As-Built" documents are accepted.

#### **6.5 Guarantee; Correction Of Work After Final Payment.**

6.5.1 In addition to any guarantees required by the Plans and Specifications, Contractor guarantees all construction work and materials furnished under this Contract against defects for one (1) year from the date of final acceptance. Contractor shall be liable for all damages and income lost resulting from defects pertaining to the construction work and materials furnished under the Contract. Contractor shall, within seven (7) calendar days from receipt of written notice, repair and/or replace any defects (ordinary wear and tear excepted) and any resulting damage at Contractor's sole expense. In the event Contractor fails to remedy any defects within seven (7) calendar days from receipt of written notice, District may have defects remedied at Contractor's expense. Contractor shall pay District for all costs, including an administrative fee of fifteen percent (15%) of that cost, which the parties hereto agree is a fair and reasonable estimate of the costs likely to arise from such remedial work.

6.5.2 Nothing in this Contract shall relieve Contractor from responsibility for latent defects, departures from the Contract, fraud or gross mistakes and damage resulting from any of the above.

6.5.3 When required by the Contract Documents, guarantees shall be in the form of the following, on Contractor's own letterhead:

"GUARANTY-WARRANTY FOR "

We hereby warrant and guaranty that the installed in the has been done in accordance with the Plans and Specifications and that the Work as installed will fulfill the requirements of the guaranty-warranty included in these specifications.

We agree to reimburse District for any income lost and to repair or replace any or all of our work together with any other work which may be displaced by so doing, that may prove to be defective in workmanship or material within one (1) year from the date of acceptance of the above-named Project by District, without any expense whatsoever to District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the abovementioned conditions within seven (7) calendar days after being notified in writing by District, we, collectively and separately, do hereby authorize District to have such defects repaired and made good at our expense, and will honor and pay all costs and charges, including District's administrative fee of fifteen percent (15%) of the total cost, thereof upon demand.

Signed: Date:  
Subcontractor

Countersigned: Date:  
Contractor

## ARTICLE SEVEN

### CHANGES IN THE WORK

#### 7.1 Change Orders.

7.1.1 *District Right to Require Changes.* The District reserves the right to make such alterations, deviations, additions to, or deletions from, the Plans and Specifications, including the right to increase or decrease the quantity of any item or portion of the work, or to delete any item or portion of the work, as may be deemed by the District Representative to be necessary or advisable, and to require such extra work as may be determined by the District Representative to be required for the proper completion or construction of the whole Work. If District Representative determines that a change ordered by District caused an increase or decrease in Contractor's costs or time required for completing the Contract, appropriate adjustments to the Contract price and/or time shall be made. Contractor shall not be entitled to any compensation for extra work or time to finish the Contract without a written Change Order from District Representative. Failure to agree on an adjustment of the Contract price or time extension shall not excuse Contractor from proceeding with the Work as changed.

7.1.2 *Form of Change Order.* The Contractor or District Representative may request changes to the work. Once proposed changes have been reviewed and approved, the Contractor shall submit a Change Order. Proposed Change Order Requests and Change Orders shall be completed using the forms attached hereto and incorporated herein as Exhibits 4 and 5. Once Change Order is approved by the District Representative, payment in accordance with the provisions as to compensation set forth therein shall

constitute full compensation for all work included therein or required thereby. Any such changes will be set forth in a Change Order, in the form attached hereto and incorporated herein as Exhibit 5, which specifies, in addition to the Work to be done in connection with the change made, adjustment of contract time, if any, and the basis or amount of any additional compensation for such Work. No Change Order shall be effective until approved in writing as set forth herein by the District Representative. Upon receipt of an approved Change Order, the Contractor shall proceed with the ordered Work. If ordered in writing by the District Representative, the Contractor shall proceed with the Work so ordered prior to actual receipt of an approved Change Order. In such cases, the District Representative will, as soon as practicable, issue an approved Change Order for such work and the provisions hereof regarding "Procedure and Protest" shall be fully applicable to such subsequently issued Change Order. An approved Change Order shall supersede a proposed, but unapproved, Change Order covering the same Work.

7.1.3 When the compensation for an item of work is subject to adjustment under these provisions, the Contractor shall, upon request, furnish the District Representative with adequately detailed cost data for such item of work. If the Contractor requests an adjustment in compensation for an item of work as provided, such cost data shall be submitted with his request.

7.1.4 *Procedure and Protest.* A Change Order approved by the District Representative may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved Change Order that he has not executed, he shall submit a written protest to the District Representative within fifteen (15) days after the receipt of such approved Change Order. An un-protested approved Change Order will be considered an executed Change Order as that term is used herein.

(a) The protest shall state the points of disagreement, and, if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved Change Order and such payment shall constitute full compensation for all work included therein or required thereby.

(b) Where the protest concerning an approved Change Order relates to compensation, the compensation payable for all Work specified or required by said Change Order to which such protest relates will be determined as provided herein. The Contractor shall keep full and complete records of the cost of such Work and shall permit the District Representative to have such access thereto as may be necessary to assist in the determination of the compensation payable for such Work.

(c) Where the protest concerning an approved Change Order relates to the adjustment of contract time for the completion of the work, the time to be allowed thereof will be determined as provided for in Paragraph 4.13.3, "*Liquidated Damages for Delay*".

7.1.5 *Eliminated Items.* Should any contract item of the Work be eliminated in its entirety, in the absence of an executed Change Order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the District Representative of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the District Representative, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall

become the property of the District and the actual cost of any further handling by Contractor will be reimbursed. If the material is returnable to the vendor, and if the District Representative so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material and the actual cost of handling such returned material reimbursed. The actual costs or charges to be paid by the District to the Contractor as provided for herein will be computed in the same manner as if the Work were to be paid for on a force account basis.

**7.2 Changes In Character Of Work.** If an ordered change in the Plans or Specifications materially changes the character of the Work of a contract item from that on which the Contractor based his bid price, and if the change increases or decreases the actual unit cost of such changed item as compared to the actual or estimated actual unit cost of performing the Work of said item in accordance with the Plans and Specifications originally applicable thereto, in the absence of an executed contract change order specifying the compensation payable, an adjustment in compensation thereof will be made in accordance with the following:

7.2.1 The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the Work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the Work of said item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the District Representative in the same manner as if the Work were to be paid for on a force account basis; or such adjustment will be as agreed to by the Contractor and the District Representative. Any such adjustment will apply only to the portion of the Work of said item actually changed in character. At the option of the District Representative, the Work of said item or portion of item that is changed in character will be paid for by force account.

7.2.2 If the compensation for an item of Work is adjusted under this Section, the costs recognized in determining such adjustment shall be excluded from consideration in making an adjustment for such item of work under the provisions of the paragraph titled "Increased or Decreased Quantities."

7.2.3 Failure of the District Representative to recognize a change in character of the Work at the time the approved contract change order is issued shall not be construed as relieving the Contractor of the duty and responsibility of filing a written protest within the fifteen (15) day limit as provided in the paragraph titled "Procedure and Protest."

**7.3 Extra Work.** New and unforeseen Work will be classed as Extra Work when determined by the District Representative that such Work is not covered by any of the various items for which there is a bid price or by combinations of such items. In the event portions of such Work are determined by the District Representative to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining portion of such Work will be classed as Extra Work. Extra Work also includes Work specifically designated as Extra Work in the Plans or Specifications. The Contractor shall do such Extra Work and furnish labor, material, and equipment thereof upon receipt of an approved contract Change Order or other written order of the District Representative, and in the absence of such approved contract Change Order or other written order of the District Representative, he shall not be entitled to payment for such Extra Work. Payment for Extra Work required to be performed pursuant to the



provisions in this Section, in the absence of an executed contract Change Order, will be made by force account; or as agreed to by the Contractor and the District Representative.

**7.4 Contract Price Adjustments.** Contract price adjustments for Work covered by an authorized Change Order shall be made as follows:

7.4.1 Compensation shall be computed on the basis of one or more of the following:

7.4.1.1 Unit prices, as shown on the Bid Proposal; or

7.4.1.2 Lump sum, as agreed upon by District and Contractor based on the estimated cost of the extra Work, plus a "fixed fee", as follows:

- (a) The estimated cost is the sum of the following:
- (b) Labor - Gross wages or salaries (including authorized overtime) of Contractor and/or subcontractor employees directly employed on the Extra Work.
- (c) Labor Fringe Benefits - Additional direct labor expenses of workers (i.e., health & welfare, pension, vacation/holidays and training, and all benefits required by collective bargaining agreements).
- (d) Labor Surcharge - Additional Social Security and unemployment taxes as required by State and Federal laws (maximum 11.95% allowed).
- (e) Materials - Contractor furnished materials permanently incorporated by the Extra Work (including sales tax). Contractor shall not gain from District furnished materials.
- (f) Miscellaneous - Specialized tools, appliances, implements, utilities, royalties, permits, inspections, fees, etc., exclusive to the Extra Work.
- (g) Equipment - On site equipment and rental equipment used in the Extra Work.
- (h) Bonds - Costs to cover additional payment and performance bond charges (maximum 1% allowed).

7.4.1.3 The "fixed fee" shall be a percentage of the estimated costs and shall constitute full compensation for all costs and expenses not listed above. These charges for overhead and profit shall not exceed the following:

- (a) Twenty percent (20%) of the estimated cost of labor.
- (b) Fifteen percent (15%) of the estimated cost of materials and miscellaneous costs.
- (c) Ten percent (10%) of the estimated cost of owned or rented equipment.

7.4.1.4 The limits upon overhead and profit shall be as follows:

- (a) Overhead and profit for Contractor or any subcontractor who has the Work performed by a subcontractor or second tier subcontractor shall not exceed five percent (5%) of the extra work cost.
- (b) Overhead and profit for all contract tiers shall never exceed fifteen percent (15%) of the actual extra work.
- (c) The responsibility of distributing Extra Work overhead and profit among contractor tiers rest solely with Contractor.

7.4.1.5 Time and Materials, as observed and agreed upon, on a daily basis by District Representative and Contractor for labor, materials and equipment used to accomplish the Extra Work. A daily log of such shall be signed by both parties and will be the basis for a subsequent Change Order. District Representative's determination of allowable costs shall be final and

binding.

7.4.1.6 For Work deleted, the reduction in the Contract price shall be computed as follows:

- (a) Unit price(s).
- (b) A lump sum agreed upon by Contractor and District Representative based on the estimated cost of the deleted Work. No fixed fee shall be added to the estimated cost.
- (c) If the parties are unable to agree on the reduction in the Contract price, District Representative shall make a final and binding determination of the reduction in price based upon the estimated cost savings to Contractor.

**7.5 Contract Time Adjustments.** Adjustments in time allowed for completion of the Work due to change orders shall be made by in consultation between the parties. If the parties are unable to agree on the time extension or reduction, District Representative shall make a final and binding determination of the time extension or reduction allowed for the change.

**7.6 Claims For Extras.** If Contractor claims that any instructions received from District involve extra cost or time, Contractor shall give District Representative written claim for Extra Work before further proceeding with the Work. No oral statements of any person whatsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.

## **ARTICLE EIGHT**

### **TERMINATION OF THE CONTRACT**

#### **8.1 Termination For Default And Acts Of Nature.**

8.1.1 *Grounds.* District may terminate this Contract for any of the following causes of Default or Acts of Nature:

- (a) Contractor breaches any provision of the Contract.
- (b) Contractor makes an assignment to creditors.
- (c) Contractor files for bankruptcy.
- (d) A receiver is appointed due to Contractor's insolvency.
- (e) In the sole opinion of District Representative, Contractor fails to supply adequate or proper workers, materials, tools or equipment.
- (f) Contractor disregards written instructions from District Representative.
- (g) In the sole opinion of District Representative, Contractor refuses or fails to prosecute the Work with the diligence that assures completion of Work within the contracted time period.
- (h) The Work is damaged by Act of God as provided for herein.

8.1.2 *Notice.* District shall give Contractor and its sureties written notice when grounds for termination by Default exist. The notice shall set forth the nature of the Default and the time allowed for correction thereof. Contractor's right to do the Work shall automatically terminate if the Default is not corrected within the set time.

8.1.3 *District's Remedies.* Upon termination, District may either require Contractor's sureties to complete the Work or take over the Work and/or employ another contractor to complete the Work.

8.1.4 *Payment after Termination.* If District terminates Contractor for Default, Contractor shall not receive any payment before the entire Work is complete and accepted by District Representative. District may assume and finish the Work or hire another contractor to finish the Work. District will pay Contractor any monies of the Contract (less retention) that remain after deducting for all damages and the full cost of finishing the Work plus liquidated damages of ten percent (10%) of said cost, the actual damages to District being difficult to fully ascertain, and the parties hereby agree that this is a fair and reasonable estimation thereof. Contractor and/or Contractor's sureties shall be liable to District for all damages and costs, plus the additional ten percent (10%) of damages and costs exceeding the Contract price.

8.1.5 *No Waiver.* Actions pursuant to this paragraph shall not waive, prejudice, or in any way diminish or limit such other rights or remedies as District may have in law or equity.

**8.2 Contractor's Abandonment.** Contractor's abandonment or failure to supply sufficient material or workers to conduct the Work for a period of more than three (3) Working Days after receipt of written notification from District of such failure shall be grounds for termination of Contractor's control of the Work. District may thereafter assume control of the Work and charge Contractor any and all costs and expenses for the finishing of the Work. The withholding of payments, the application of such to the completion of the Work, the payment of liquidated damages and penalties, and any further payment due Contractor shall be as set forth herein.

### **8.3 Abandonment.**

8.3.1 *District's Right.* District has the right to abandon or indefinitely postpone any part or the entirety of the Contract at any time. District Representative will give Contractor written notice of abandonment specifying the extent and date of termination.

8.3.2 *Contractor's Obligation.* Unless otherwise directed in writing by District Representative, Contractor shall after receipt of Notice of Abandonment:

- (a) Stop work under the Contract to the extent and date specified;
- (b) Place no further orders for materials, services, or facilities except as required to complete the Work not abandoned;
- (c) Terminate and settle all orders and subcontracts that relate to the Work abandoned;
- (d) Settle all outstanding liabilities and claims arising out of abandonment to the satisfaction of District Representative;
- (e) Transfer title to District and deliver as directed by District Representative: all fabricated or un-fabricated parts, works in process or complete, supplies, and all other materials produced or acquired in connection with the Work abandoned; and complete or partly complete plans, drawings, information, and all other property required to be furnished to District;
- (f) Complete the Work not abandoned;
- (g) Protect and preserve property related to this Contract in the possession of Contractor which District has or may acquire; and
- (h) Submit an application for final payment to District Representative.

8.3.3 *Payment.* District Representative shall issue payment to Contractor for all work

performed and materials provided plus any retention withheld up to the effective date of abandonment. Payment shall constitute the full amount due Contractor by Dist

**Exhibit 1**  
**LABOR AND MATERIALS PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:** That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety or Sureties, hereinafter called Surety, are held firmly bound unto the Midpeninsula Regional Open Space District, hereinafter called Obligee, for the use and benefit of all persons and laborers of every class performing any work or labor upon or bestowing skill or other necessary services or furnishing materials, provisions, provender or other supplies to be used or consumed in, or furnishing equipment or power contributing to the work described in the agreement hereinafter mentioned, or in any alteration, modification or extension thereof, which persons and laborers are hereinafter called Claimants, in the amount of (spell amount) (\$), for which payment, well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, a certain written Agreement, dated \_\_\_\_\_, 20\_\_\_\_ was made and executed by and between the Obligee, as Owner, and Contractor, which agreement is hereinafter called the Contract and is by reference made a part hereof.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Contractor shall promptly make payment to all Claimants for all labor and material used or reasonably required for use in the performance of the Contract, or any alteration, modification or extension thereof, whether the Contract, or any alteration, modification or extension thereof, is determined to be void, voidable, or otherwise, or for any amount due under the Unemployment Insurance Act of the State of California with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the California Franchise Tax Board from the wages of employees of the Contractor and/or any and all subcontractors pursuant to California Revenue and Taxation Code Section 18806 with respect to such work or labor, then this obligation shall be void; otherwise, it shall be and remain in full force and effect.

The Contractor and Surety hereby jointly and severally agree with the Obligee that every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last said Claimant's work or labor was done or performed or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for payment of any costs or expenses of any such suit. No suit or action shall be commenced hereunder by any Claimant:

1. Unless Claimant, other than a Claimant having a direct contract with the Contractor, shall have given written notice to any two of the following: The Contractor, the Obligee or the Surety, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Contractor, Obligee, or Surety, at any place where its office is regularly maintained for the transaction of business, or by personal service.
2. After the expiration of seven months from the date of recordation of a Notice of Completion or Notice of Cessation if such notice is recorded pursuant to Civil Code Sections 3092 or 3093; or, if no such Notice of Completion or Notice of Cessation is recorded, after nine months from the date of completion or cessation of the work.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith herewith, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claims for the amount of such lien be presented under and against this bond. It is further expressly covenanted and agreed that in the event that more than one Surety is obligated hereunder, then, in that event, the co-Sureties bind themselves in the above stated sum only to the extent of the amount set forth

opposite each Surety's name in Appendix A to this bond, which Appendix A is attached hereto and by this reference made a part hereof.

**IN WITNESS WHEREOF**, the Contractor and the Surety or Sureties have hereunto signed their names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor Name Surety

Contractor Signature Attorney-in-Fact

**Exhibit 2**  
**PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:** That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety of Sureties, hereinafter called Surety, are held firmly bound unto the Midpeninsula Regional Open Space District, as Obligee, herein after called District, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), for which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, a certain written Agreement, dated \_\_\_\_\_, 20\_\_\_\_, was made and executed by and between the District, as Owner and Contractor, which agreement is hereinafter called the Contract and is by reference made a part hereof.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Contractor shall well and faithfully keep and perform all the covenants and agreements of Contract, and all alterations, modifications, and extensions thereof, by the Contractor to be kept and performed, and shall fully complete all of the work described in the Contract, and all alterations, modifications, and extensions thereof, and shall save and hold harmless the district from any and all loss of damage arising out of the failure of the Contractor and/or any and all subcontractors, to fulfill the Contract, and all alterations, modifications and extensions thereof, and shall fully reimburse and pay to the District all outlay and costs which the District may incur in making good any default of the Contractor and/or subcontractors, and in replacing and/or making good any defective material or faulty material or workmanship in the work of the contractor and/or any and all subcontractors, which may be discovered within one year subsequent to the completion and acceptance of the work provided for in the contract, then the above obligation shall be void; otherwise, it shall be and remain in full force and effect.

It is expressly covenanted and agreed by and between the Contractor and the Surety that the liability of the Contractor and the Surety shall at all times, and under all circumstances, be co-extensive, and that the Surety shall not be discharged, released or exonerated from liability under this bond, in whole or in part, by an alteration and/or modification of the contract, whether notice hereof is given the Surety or not, and that the surety shall be bound thereby, and also bound by any departure or deviation on the part of the District from the terms of the Contract.

It is further expressly covenanted and agreed that in the event that more than one Surety is obligated hereunder, then, in that event, the co-Sureties, bind themselves in the above stated sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of them, and for all other purposes each Surety binds itself, jointly and severally with the Contractors for the payment of such above stated sum only to the extend of the amount set forth opposite the Surety's name in Appendix A to the bond, which Appendix A is attached hereto and by this reference made a part hereof.

No change or alteration or modification of the Contract or of the work required thereunder shall release or exonerate any Surety or Sureties on the bond. This bond shall remain in full force and effect notwithstanding that the contract or any applicable law or statute of the State of California shall be held to be invalid.

**IN WITNESS WHEREOF**, the Contractor and the Surety or Sureties have hereunto signed their names this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ContractorSurety

SignatureAttorney-in-Fact

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**Exhibit 3**  
**WORKERS' COMPENSATION CERTIFICATE**  
**Labor Code Section 1861**

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

Date

(Page left intentionally blank)

**Exhibit 4**  
**PROPOSED CHANGE ORDER REQUEST TEMPLATE**

**Proposed Change Order No. \_\_\_\_\_**

***Project*** \_\_\_\_\_

***Contactor*** \_\_\_\_\_ ***Date of Issue*** \_\_\_\_\_

The following Change is being considered for the Project. Contractor shall quote on this "Proposed Change Order" form, a proposed amendment to the Contract Price and to the Contract Term which would be required if the District were to order the proposed Change. **THIS DOCUMENT IS NOT AN ORDER FOR CHANGES TO THE CONTRACT.**

**Describe Change here and “as per attached description” if necessary.**

District Representative

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**Exhibit 5  
CHANGE ORDER TEMPLATE**

Change Order No.     

*Project*

\_\_\_\_\_

*Purchase*

*Order No.*

\_\_\_\_\_

*Contactor*

*Date of Issue*

\_\_\_\_\_

Contractor is directed to, and hereby agrees to, proceed promptly with the specific changes to the Work attached hereto and incorporated herein, in conformity with the Contract Documents:

The ADDITIONAL CHARGE or DEDUCTION (circle one) for the above work is	\$	
The original Contract Sum was	\$	
Net change by previous Change Orders	\$	
<b>The Contract Sum prior to this Change Order was</b>	\$	
The Contract Sum will be (increased) (decreased) (unchanged) by	\$	
The new Contract Sum including this Change Order will be	\$	
The Contract Time will be (increased) (decreased) (unchanged) by		cal.days
The Completion Date as of the date of this Change Order is		

\_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

\_\_\_\_\_ Date: \_\_\_\_\_  
District Representative

(This page had been left intentionally blank)

## **E. PROJECT SCOPE DOCUMENTS**

Notice to Bidders:

The following plan sets and specifications will be included in this bid package:

1. Remediation Work Plan
  - Exhibit 1 – Rodent Proofing and Cleanup Specifications
2. Project Drawings & Specifications (house and deck)
3. Waste Stream Division Policy

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## **Exhibit 1**

### **Rodent Proofing and Cleanup Specifications**

#### **Work to be performed as follows for Main House:**

##### **Step 1**

###### **Eradication:**

No eradication with poison will be done.

Eradication of Rodents from structure is step one of the process. We must eliminate the current Rodent population before sealing structure through means of traps being set and checked once a week for 2 weeks. After eradication is complete the structures are now ready to be Rodent Proofed.

##### **Step 2**

###### **Rodent Proofing:**

There are four total areas where the rodents have chewed through the bottom of the siding of the home that will be sealed. Two of these chew-ins are on the right side of the home and two are on the left side of the home. There is one water line that runs through the siding that is gapped and will be sealed as well. There are two miscellaneous holes through the siding that will be addressed and there are three gaps where the siding meets the actual foundation that will be sealed. Lastly there is one gap in the foundation itself that will be addressed also.

###### **Clean up of basement:**

All rodent droppings and nesting material will be removed and disposed of from the basement including the droppings on top of the ceiling of the storage area and around the heating unit and basement ledges.

###### **Work to be performed for Garage:**

There are three areas that need to be sealed along the bottom trim of the garage doors. There is one area that needs to be sealed on the entry side door of the garage at the bottom right side corner.

###### **Clean up of Garage:**

All rodent droppings and rodent related nesting and debris will be removed from the garage and disposed of.

###### **Deodorizing:**

After the structures are sealed a deodorizing will be performed to breakdown the smell of the Rodent urine as this acts as an attractant to the structures themselves. The deodorizing is done with a fogging machine that fogs these areas only. The product is called Epoleon and is completely non toxic, biodegradable and odorless. Lastly, sanitizing will be performed with fogging machine as well, and then traps are set as a precautionary measure and also as a monitoring device

ABBREVIATIONS:

<b>A:</b> ACOUS. Acoustical A.D.A. Americans with Disabilities Act ADJ. Adjustable A.F.F. Above Finish Floor AFS Automatic Fire Sprinkler AFR Automatic Fire Riser AGGR. Aggregate ALT. Alternate ALUM. Aluminum ANOD. Anodized APPROX. Approximate ARCH. Architect/Architectural	<b>B:</b> BD. Board BITUM. Bituminous BLDG. Building BLK. Block BM. Beam B.O. Bottom of BTM. Bottom B.U. Built-Up	<b>C:</b> CAB. Cabinet C.B. Catch Basin C.B.C. California Building Code CEM. Cement CENT. Centrifuge CER. Ceramic C.I. Cast Iron C.G. Corner Guard C.J. Construction Joint CLG. Ceiling CLR. Clear CMU Concrete Masonry Unit C.O. Clean Out COL. Column COMP. Composition CONC. Concrete CONN. Connection CONSTR. Construction CONT. Continuous CONTR. Contractor CORR. Corridor CTSK. Countersunk CNR. Counter CTR. Center C.W. Cold Water	<b>D:</b> DBL. Double DET. Detail DEPT. Department D.F. Douglas Fir DIA. Diameter DIM. Dimension DN. Down D.S. Downspout DWS. Drawing	<b>E:</b> ENCL. Enclosure E.P.B. Electric Panel Board EQ. Equal EQUIP. Equipment E.W.C. Electric Water Cooler E.W.H. Electric Water Heater EXH. Exhaust EXP. Expansion EXPO. Exposed EXT. Exterior	<b>F:</b> F.B. Flat Bar F.D. Floor Drain FDN. Foundation F.F. Finish Floor F.H.C. Fire Hose Cabinet FIN. Finish FLASH'G. Flashing FLR. Floor F.O. Face Of or Finished Opening F.O.C. Face of Concrete F.O.F. Face of Finish F.O.M. Face of Masonry F.O.S. Face of Stud FRP Fiberglass Reinforced Plastic F.S. Floor Sink or Full Size F.S.S. Self-Tapping Screws FTG. Footing FURR. Furring	<b>G:</b> GA. Gage or Gauge GALV. Galvanized G.F.I. Ground Fault Interrupter G.I. Galvanized Iron GL. Glass GND. Grade GR. Grade GSF Gross Square Footage GYP. Gypsum	<b>H:</b> H.B. Hose Bibb H.C. Hollow Core HDR. Header HDWD. Hardwood HDWR. Hardware H.M. Hollow Metal HORZ. Horizontal HR. Hour H.S.B. High Strength Bolt HT. Height H.W. Hot Water	<b>I:</b> I.D. Inside Diameter INV. Invert INSUL. Insulation	<b>L:</b> LAM. Laminate LAV. Lavatory LKR. Locker LP. Low Point L.S. Lag Screw	<b>M:</b> MAT. Material MAX. Maximum M.B. Machine Bolt M.C. Medicine Cabinet MECH. Mechanical MEMB. Membrane MET. or MTL. Metal MFG. Manufacturing MFR. Manufacturer MH. Manhole MIN. Minimum MIR. Mirror MISC. Miscellaneous M.S. Machine Screw MTD. Mounted MTL. Metal MUL. Mullion	<b>N:</b> N. North (N) New N.I.C. Not in Contract NO. Number N.S.F. Net Square Footage N.T.S. Not to Scale	<b>O:</b> O/ Overall OA. On Center O.C. Outside Diameter OPNG. Opening OPP. Opposite O.F.C.I. Owner Furnished O.F.O.I. Contractor Installed Owner Furnished Owner Installed	<b>P:</b> PARAL. Parallel P.D.F. Power Driven Fastener PERP. Perpendicular P.P.H. Phillips Pan Head P.H. Phillips Head PKG. Parking P/L Property Line P.LAM. Plastic Laminate PLAST. Plastic PLYWD. Plywood PNL. Panel PR. Pair PT. Point PTN. Partition	<b>Q:</b> Q.T. Quarry Tile	<b>R:</b> REINF. Reinforced REQ. Required RM. Room R.O. Rough Opening RWD. Redwood	<b>S:</b> S. South S.A. Supply Air SCHED. Schedule SECT. Section S.F. Square Footage/Feet SH. Shelves SHT. Sheet SHWR. Shower SIM. Similar S.M. Sheet Metal S.M.S. Sheet Metal Screw SPECS. Specifications SQ. Square S.S. Stainless Steel STD. Standard STEEL. Steel STOR. Storage STRUCT. Structural S.T.S. Self-Tapping Screws SUSP. Suspended SYM. Symmetrical	<b>T:</b> T. Tread T&B Top and Bottom T&G Tongue and Grooved TEL. Telephone THK. Thick T.O. Top of TV. Television TYP. Typical	<b>U:</b> UNF. Unfinished U.O.N. Unless Otherwise Noted	<b>V:</b> V.C.T. Vinyl Composition Tile VERT. Vertical VEST. Vestibule	<b>W:</b> W. West W/ With WD. Wood W/O Without WT. Weight W.W. Window Wall W.W.F. Welded Wire Fabric
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MIDPENINSULA REGIONAL OPEN SPACE DISTRICT  
330 DISTEL CIRCLE, LOS ALTOS, CA 94022  
P: (650) 691-1200 - F: (650) 691-0485

# RENOVATION FOR 5755 ALPINE ROAD, LA HONDA RUSSIAN HILL OPEN SPACE PRESERVE

APN - 080-380-030

USE THE FOLLOWING CODES AND REGULATIONS WITH LATEST AMENDMENTS AND SUPPLEMENTS:

- CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 24, 2013
  - 2013 BUILDING STANDARDS ADMINISTRATIVE CODE PART 1, TITLE 24 C.C.R.
  - 2013 CALIFORNIA BUILDING CODE (CBC) PART 2, TITLE 24, C.C.R.
  - 2013 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24C.C.R.
  - 2013 CALIFORNIA ELECTRICAL CODE (PART 3, TITLE 24, CCR)
  - 2013 CALIFORNIA PLUMBING CODE (CPC), PART 5 TITLE 24 C.C.R.
  - 2013 CALIFORNIA ENERGY CODE (PART 6, TITLE 24, CCR).
- SAN MATEO COUNTY LOCAL CODES AND ORDINANCES

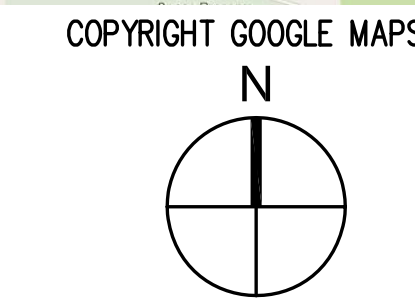
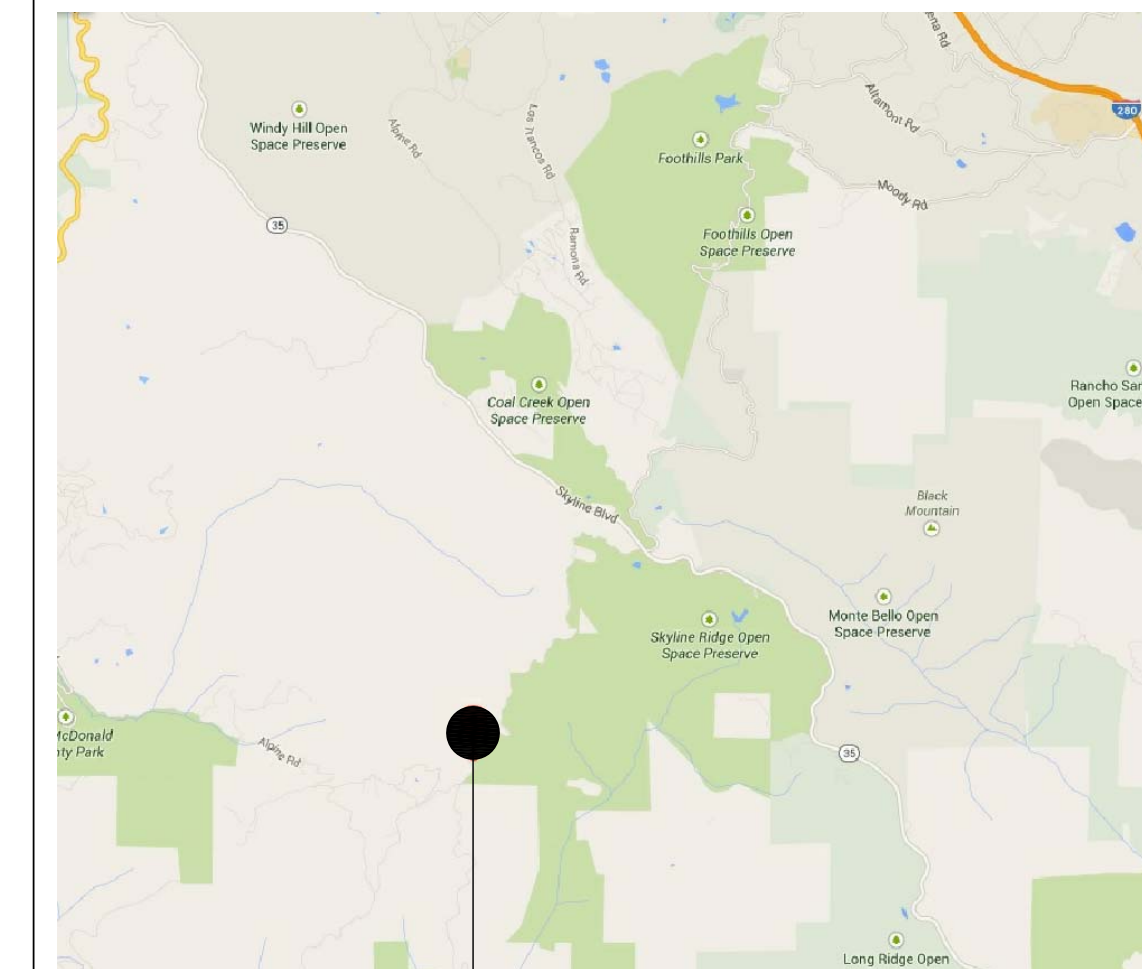
PROJECT ADDRESS: 5755 ALPINE ROAD, LA HONDA, SAN MATEO COUNTY

APN: 080-380-030

USE AND OCCUPANCY CLASSIFICATION (CBC CHAPTER 3):

USE: RESIDENTIAL  
OCCUPANCY: R-3

TYPE OF CONSTRUCTION (CBC CHAPTER 6): TYPE V-B - NON RATED



**CODES AND REGULATIONS** [2]  
N.T.S.

	<b>DETAIL NUMBER</b> DRAWING WHERE DETAIL IS DRAWN
	<b>SECTION NUMBER</b> DRAWING WHERE SECTION IS DRAWN
	<b>ELEVATION NUMBER</b> DRAWING WHERE ELEVATION IS DRAWN
	<b>DOOR</b> , REFER TO DOOR SCHEDULE. "XX", DOOR NUMBER
	<b>SYMBOL INDICATES THAT ITEM IS CENTERED</b>
	<b>ELEVATION ABOVE DATUM POINT</b>
	<b>ROOM NAME</b> ROOM NUMBER
	<b>WALL TYPE</b>
	<b>KEY NOTE</b>

**PROJECT DATA** [4]  
N.T.S.

THE SCOPE OF THE PROJECT IS MAINTENANCE AND REPAIR TO AN EXISTING HOUSE.

THE WORK WILL INCLUDE:  
REPLACEMENT OF EXISTING EXTERIOR HANDRAIL AND DECKING  
REPLACEMENT AND REPAIR OF EXISTING DOORS  
REPLACEMENT OF EXISTING LOWER ROOF AND INSTALLATION OF FASCIA BOARDS AND GUTTERS TO THE HIGHER ROOF AND THE ASSOCIATED DOWNSPOUTS. THE DOWNSPOUTS WILL BE CONNECTED TO (E) RAIN WATER COLLECTION PIPE THAT RUNS UNDER THE HOUSE AND DISSIPATES IN AN EXISTING ENERGY DISSIPATING AREA.  
DEMOLITION OF INTERIOR WALLS AND CONSTRUCTION OF NEW BATHROOM FOR THE MASTER BEDROOM, THIS WILL REPLACE (E) WATER CLOSET, HAND SINK AND SHOWER.

**PROJECT SCOPE** [5]  
N.T.S.

SOLE SOURCE:  
  
MODELS AND MANUFACTURERS AND OR VENDORS CITED WITHIN THE CONTRACT DOCUMENTS REFLECT THE DESIGN, QUALITY, FEATURES AND PERFORMANCE REQUIREMENTS FOR THAT SPECIFIED PRODUCT. EQUAL OR (LIKE AND KIND) PRODUCTS FROM OTHER MANUFACTURERS MAY BE PROPOSED; HOWEVER, THEY MUST MATCH THE DESIGN, QUALITY, FEATURES AND PERFORMANCE OF THE SPECIFIED ITEM.

**PROJECT LOCATION** [7]  
N.T.S.

**ARCHITECTURAL:**

- A0 COVER, ABBREVIATIONS, SYMBOLS, LOCATION MAP, CODES, PROJECT SCOPE, DRAWING INDEX
- AD.1 EXISTING CONDITIONS AND DEMOLITION FLOOR PLAN
- AD.2 EXISTING CONDITIONS AND DEMOLITION ROOF PLAN
- A2.1 NEW CONDITIONS FLOOR PLAN
- A2.2 NEW CONDITIONS ROOF PLAN
- A3.1 BUILDING ELEVATIONS
- A3.2 BUILDING ELEVATIONS
- A4.1 INTERIOR ELEVATIONS
- A6 DOOR SCHEDULE AND DETAILS

**STRUCTURAL:**

- S01 ABBREVIATION AND FASTENING SCHEDULE
- S02 STRUCTURAL NOTES
- S03 STRUCTURAL FRAMING PLAN
- S04 WEST AND SOUTH ELEVATION DRAWINGS
- S05 WEST ELEVATION DETAIL CALLOUTS
- S06 SOUTH ELEVATION AND DETAIL DRAWINGS
- S07 DECK DETAIL DRAWINGS

5755 ALPINE ROAD  
SAN MATEO COUNTY  
APN 080-380-030



Project



Revision	Description	Date
-	ISSUED FOR OWNER REVIEW	5/22/2015
-	ISSUED FOR OWNER REVIEW	4/28/2015
-	ISSUED FOR OWNER REVIEW	4/27/2015
-	ISSUED FOR OWNER REVIEW	4/17/2015
-	ISSUED FOR OWNER REVIEW	4/14/2015

Drawing Title:  
PROJECT COVER

Scale: As Noted Date: 03/20/2015

KKA Job No: 15102 Drawing No: **A0**

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**ABBREVIATIONS** [1]  
N.T.S.

**SYMBOLS** [3]  
N.T.S.

**OWNER REQUIREMENTS** [6]  
N.T.S.

**DRAWING INDEX** [8]  
N.T.S.





ARCHITECTURE 125 Conmemora Way,  
 PLANNING Sunnyvale, CA 94087  
 DESIGN T/F: 408 773 8182,  
 E: ivank@kkaonline.com



Project



5755 ALPINE ROAD  
 SAN MATEO COUNTY  
 APN 080-380-030

EXISTING WALL, DOOR OR WINDOW TO BE REMOVED

EXISTING WALL, DOOR AND WINDOW TO REMAIN

EXISTING WALL TO BE REPAIRED, SEE KEY NOTE 12

LEGEND

N.T.S.

2

KEY NOTES

- ① DEMO (E) WALL AS INDICATED
- ② REMOVE (E) HANDRAIL
- ③ REMOVE (E) DOOR
- ④ REMOVE (E) STAIRS
- ⑤ REMOVE (E) DECK
- ⑥ REMOVE (E) FLOOR ABOVE KITCHEN
- ⑦ REMOVE (E) TUB
- ⑧ REMOVE (E) SINK AND VANITY
- ⑨ REMOVE (E) TOILET
- ⑩ REPLACE BROKEN GLASS
- ⑪ REPAIR EXPOSED ELECTRICAL WIRING,
- ⑫ REMOVE (E) FINISHES TO DETERMINE EXTENT OF WATER DAMAGE. REPLACE WOOD FRAMING AND REFINISH WALL TO INTERIOR AND EXTERIOR.
- ⑬ ADJUST DOOR TO OPERATE PROPERLY
- ⑭ REPLACE (E) BUILT-IN OVEN/MICROWAVE O.F.C.I.
- ⑮ VERIFY (E) EL. PANEL CONDITION, REPLACE IF NECESSARY

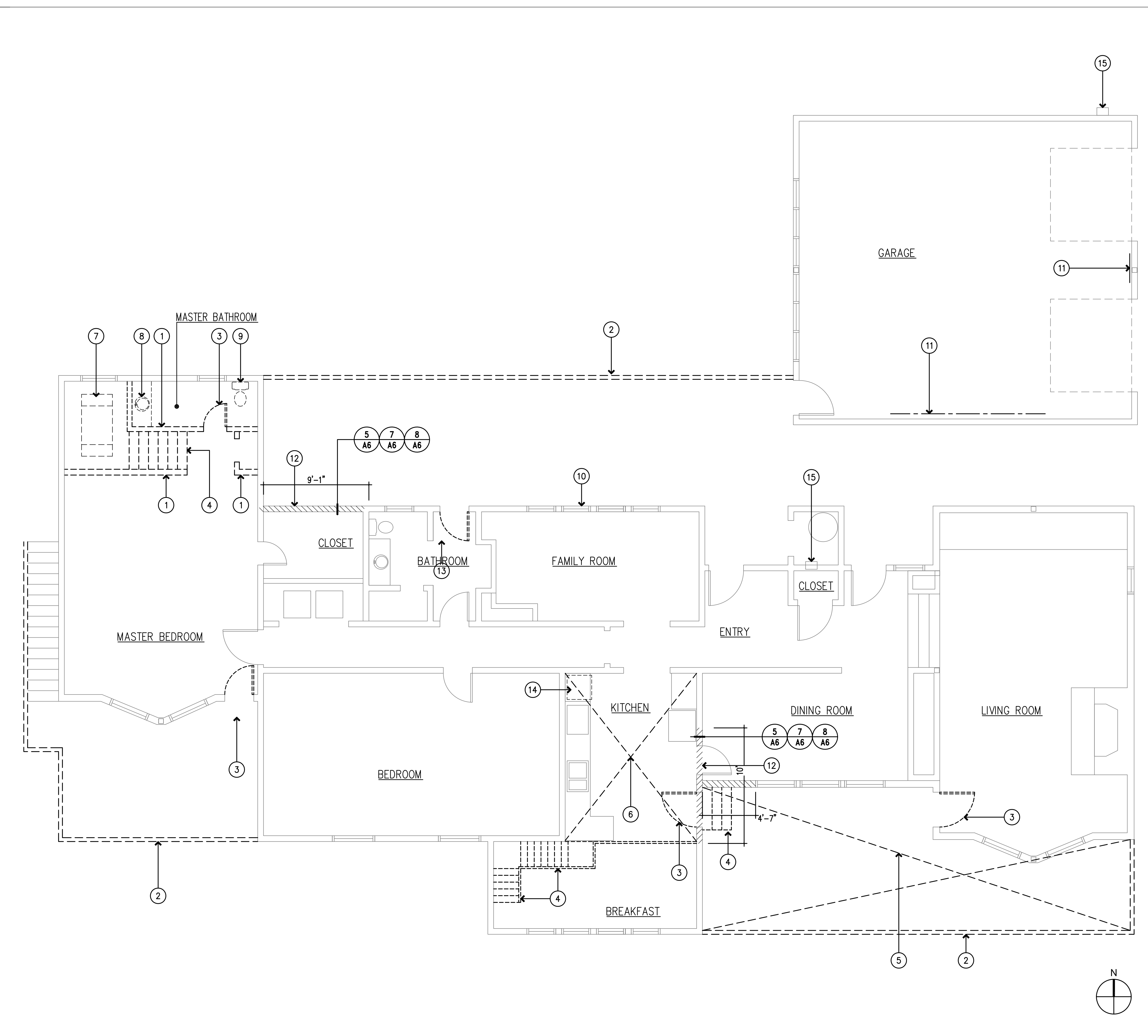
Revision	Description	Date
-	ISSUED FOR OWNER REVIEW	5/22/2015
-	ISSUED FOR OWNER REVIEW	4/28/2015
-	ISSUED FOR OWNER REVIEW	4/27/2015
-	ISSUED FOR OWNER REVIEW	4/17/2015
-	ISSUED FOR OWNER REVIEW	4/14/2015

Drawing Title:  
 EXISTING CONDITIONS AND CONSTRUCTION  
 PREPARATION FLOOR PLAN

Scale: As Noted Date: 02/10/14

KKA Job No: 15102 Drawing No: AD.1

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EXISTING CONDITIONS AND DEMOLITION FLOOR PLAN

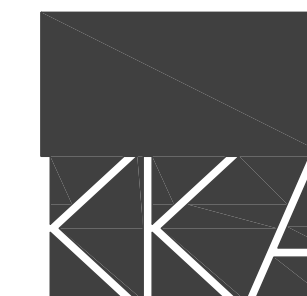
1/4"=1'-0"

1

KEY NOTES

N.T.S.

3



ARCHITECTURE 125 Connemara Way,  
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Project



5755 ALPINE ROAD  
SAN MATEO COUNTY  
APN 080-380-030

GENERAL NOTES

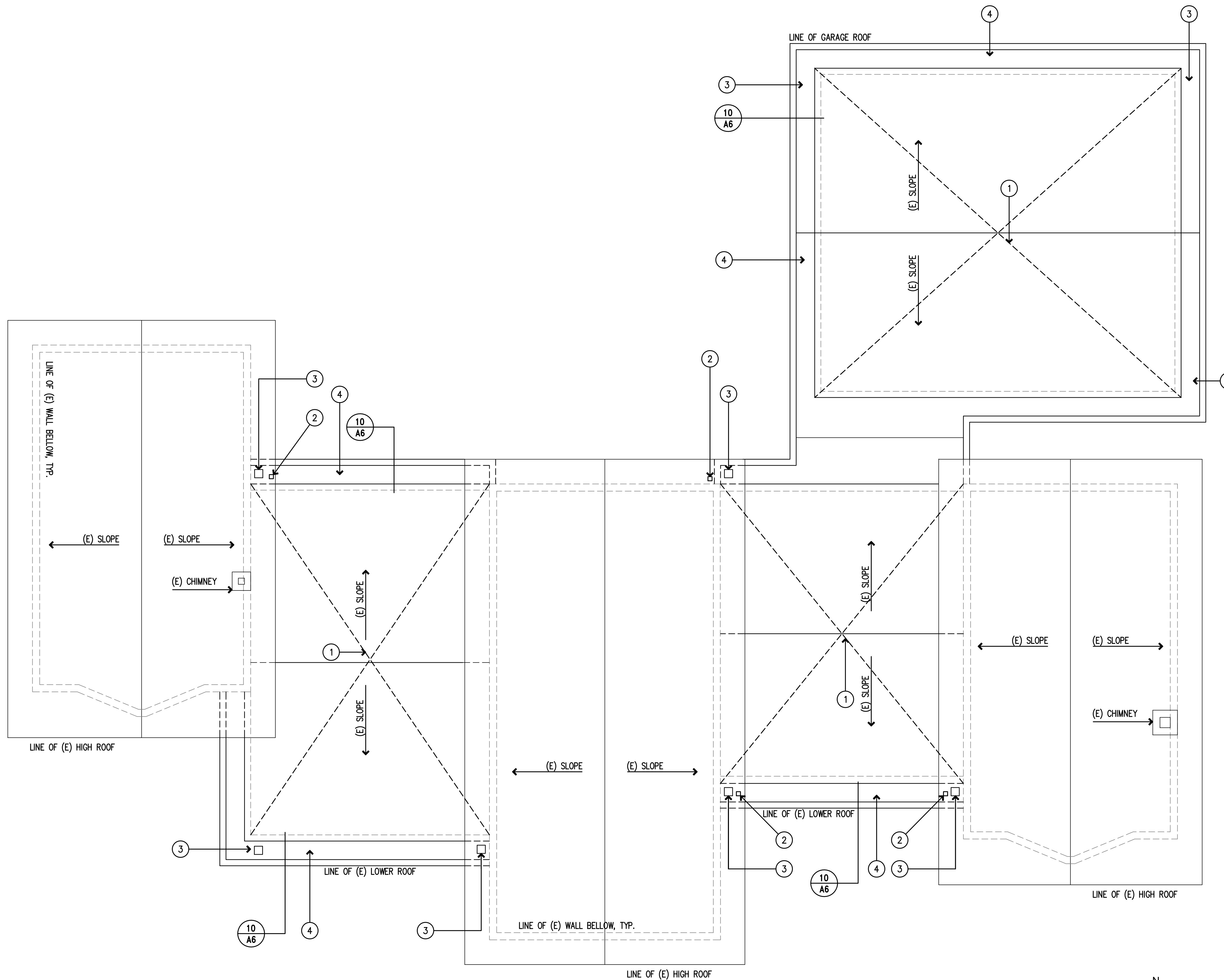
1. INSPECT FLASHING AT LOWER ROOF GUTTER AND CATCH BASINS, REPAIR AS NECESSARY
2. (E) FLASHING BETWEEN LOWER ROOF AND WALLS AT HIGHER ROOF TO REMAIN. INSTALL NEW ROOFING UNDER (E) FLASHING

GENERAL NOTES

N.T.S.

KEY NOTES

- 1 REMOVE ROOFING MATERIAL, SIDE FLASHING ON (E) WALL TO REMAIN, (E) GUTTER FLASHING TO REMAIN
- 2 DEMO (E) DOWNSPOUT
- 3 (E) LOWER ROOF CATCH BASIN TO REMAIN, SEE DETAIL 10/A6
- 4 (E) LOWER ROOF GALVANIZED S.M. GUTTER TO REMAIN, SEE DETAIL 10/A6



Revision	Description	Date
-	ISSUED FOR OWNER REVIEW	5/22/2015
-	ISSUED FOR OWNER REVIEW	4/28/2015
-	ISSUED FOR OWNER REVIEW	4/27/2015
-	ISSUED FOR OWNER REVIEW	4/17/2015
-	ISSUED FOR OWNER REVIEW	4/14/2015

Drawing Title:  
EXISTING CONDITIONS AND CONSTRUCTION  
PREPARATION ROOF PLAN

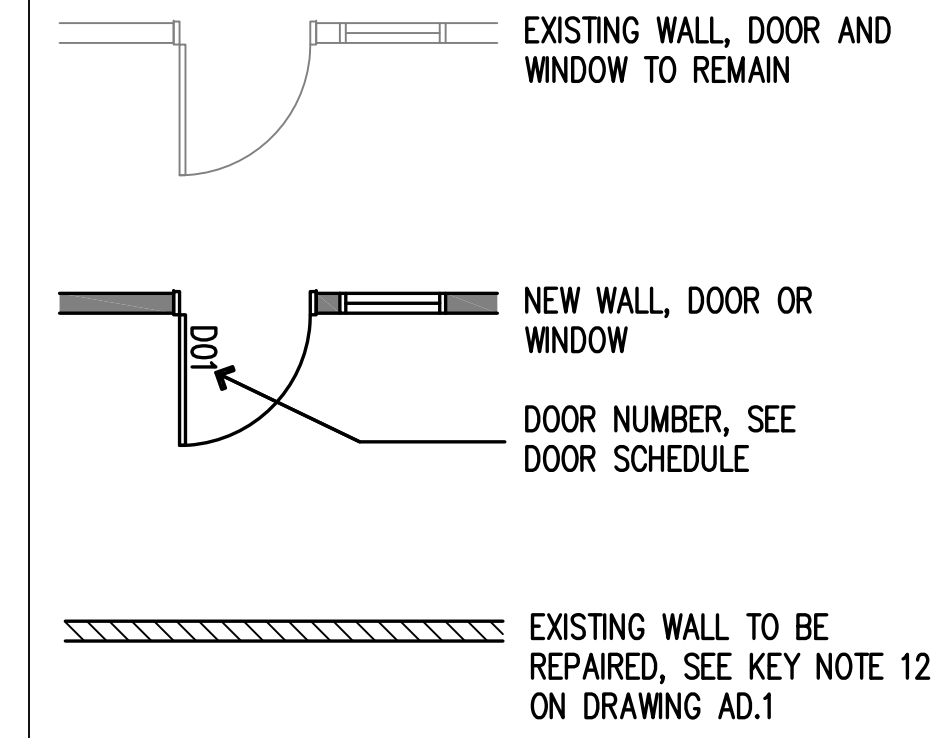
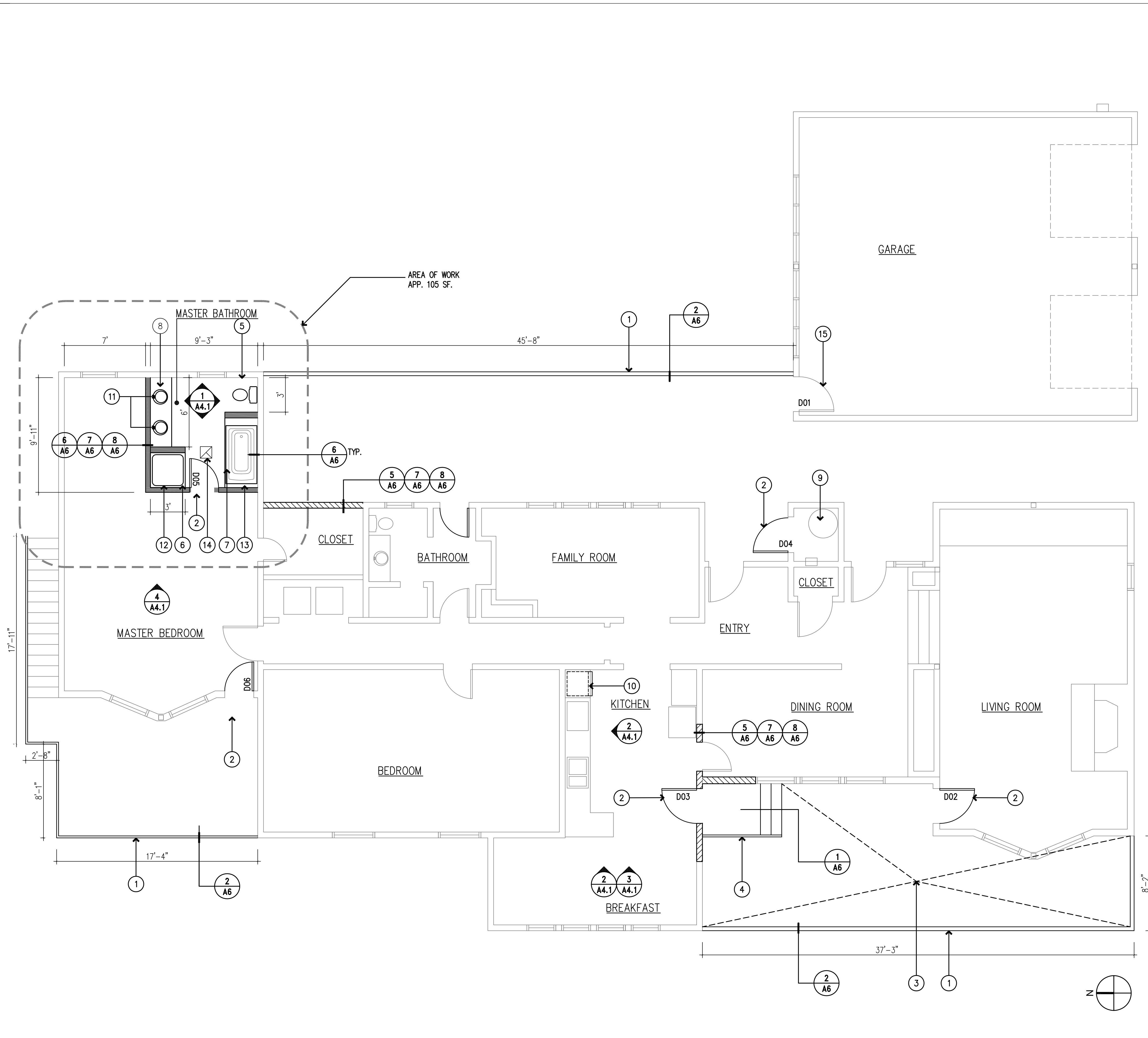
Scale: As Noted  
Date: 02/10/14

KKA Job No: 15102

Drawing No: AD.2

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**LEGEND** 2

N.T.S.

- KEY NOTES**
- 1 PROVIDE AND INSTALL (N) HANDRAIL
  - 2 PROVIDE AND INSTALL NEW DOOR, SEE DOOR SCHEDULE
  - 3 PROVIDE AND INSTALL NEW DECK MANUFACTURER: TIMBERTECH COLOR: PACIFIC WALNUT INSTALL PER MFR. SPECIFICATIONS
  - 4 PROVIDE AND INSTALL NEW STAIRS AND HAND RAIL
  - 5 PROVIDE AND INSTALL (N) WATER CLOSET, MFR: KOHLER, MODEL: SANTA ROSA, ONE PIECE WITH 1.28 GPF MAX. COLOR: WHITE
  - 6 PROVIDE AND INSTALL NEW SHOWER: 1. SHOWER BASE MFR: DREAMLINE 36 X 36 SINGLE THRESHOLD, COLOR WHITE 2. SHOWER DOOR, MFR: DREAMLINE, MODEL: SHDR FLEX 36X72" PIVOT SHOWER DOOR FINISH: CHROME
  - 7 PROVIDE AND INSTALL NEW TUB, MFR: KOHLER MODEL: ARCHER 60"x32" ALCOVE BATH W/ INTEGRAL APRON, COLOR: WHITE
  - 8 PROVIDE AND INSTALL NEW VANITY AND SINKS, VENDOR: HOME DEPOT MFR: VIRTU USA MODEL: WINTERFELL ED-30072-WMSQ-WH, 72"- DOUBLE VANITY, WHITE WITH MARBLE VANITY TOP AND MIRROR
  - 9 PROVIDE AND INSTALL WATER HEATER STRAPPING PER CBC AND CRC
  - 10 INSTALL (N) BUILT IN OVEN AND MICROWAVE O.F.C.I.
  - 11 PROVIDE AND INSTALL FAUCETS MFR: DELTA, MODEL: VICTORIAN 3555LF-216 TWO HANDLE WIDESPREAD LAVATORY FAUCET FINISH: CHROME, MAX. FLOW RATE: 1.5 GAL/MIN.
  - 12 PROVIDE AND INSTALL SHOWER HEAD AND VALVE, MFR: DELTA, MODEL: VICTORIAN ROMAN TUB SERIES T14255 WITH SINGLE METAL LEVER HANDLE, FINISH: CHROME, MAX. FLOW RATE: 2.0 GAL/MIN.
  - 13 PROVIDE AND INSTALL TUB VALVE, MFR: DELTA, MODEL: VICTORIAN ROMAN TUB TRIM, T2755-LHP H616 WITH 2 METAL LEVER HANDLE KIT, FINISH: CHROME
  - 14 PROVIDE AND INSTALL CEILING EXHAUST FAN WITH LIGHT, ENERGY STAR QUALIFIED MFR: NEWTONE, MODEL: QTN110LE 110 CFM, 4" DUCT FINISH: WHITE
  - 15 PROVIDE AND INSTALL (N) KEYED LOCKING AND LEVER HARDWARE TO (E) DOOR, MATCH (E) HARDWARE



Project

5755 ALPINE ROAD  
 SAN MATEO COUNTY  
 APN 080-380-030

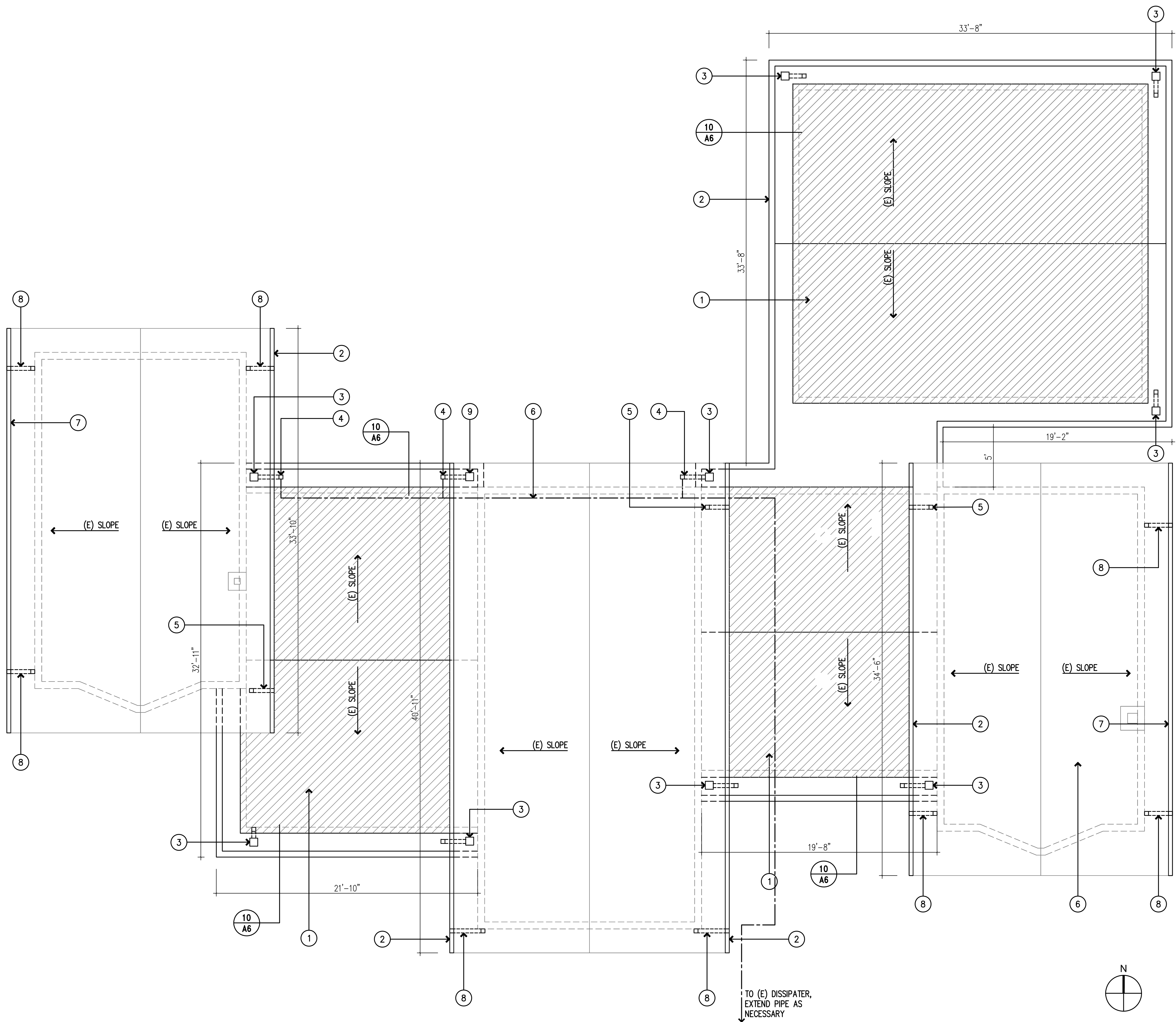
Revision	Description	Date
-	OWNER REVIEW	4/30/2015
-	ISSUED FOR OWNER REVIEW	4/28/2015
-	ISSUED FOR OWNER REVIEW	4/27/2015
-	ISSUED FOR OWNER REVIEW	4/17/2015
-	ISSUED FOR OWNER REVIEW	4/14/2015

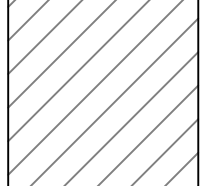
Drawing Title:  
 NEW CONDITIONS FLOOR PLAN

Scale: As Noted Date: 03/20/2015

KKA Job No: 15102 Drawing No: **A2.1**

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 (N) ROOF SEE SPECS.

**LEGEND** 2  
N.T.S.

- KEY NOTES**
- 1 PROVIDE AND INSTALL (N) ROOFING
  - 2 PROVIDE AND INSTALL (N) GUTTER, FASCIA BOARD AND RAIN WATER DOWNSPOUT ON HIGHER ROOF. CONNECT ALL DOWNSPOUTS TO (E) RAIN WATER PIPE RUNNING UNDER HOUSE FLOOR AND EXTEND PIPE UNDER HOUSE AS NECESSARY.
  - 3 (E) CATCH BASIN TO REMAIN, FIELD VERIFY EXACT LOCATION AND CONDITION, REPAIR IF NECESSARY
  - 4 PROVIDE AND INSTALL (N) 3X3 DOWNSPOUT, SEE NOTE 3 ABOVE FOR MORE INFORMATION
  - 5 PROVIDE AND INSTALL (N) 3X3 DOWNSPOUT, TERMINATE TO DISCHARGE ON LOWER ROOF
  - 6 (E) 4" PIPE UNDER HOUSE, CONNECT DOWNSPOUTS PIPE AS INDICATED, VERIFY EXACT LOCATION ON FILED EXTEND AND REPAIR/REPLACE AS NECESSARY
  - 7 PROVIDE AND INSTALL (N) GUTTER, FASCIA BOARD AND RAIN WATER DOWNSPOUTS ON HIGHER ROOF.
  - 8 PROVIDE AND INSTALL (N) 3X3 DOWNSPOUT
  - 9 PROVIDE AND INSTALL (N) CATCH BASIN, SEE DETAIL 10/A.6



Project



5755 ALPINE ROAD  
SAN MATEO COUNTY  
APN 080-380-030

Revision	Description	Date
-	ISSUED FOR OWNER REVIEW	5/22/2015
-	ISSUED FOR OWNER REVIEW	4/28/2015
-	ISSUED FOR OWNER REVIEW	4/27/2015
-	ISSUED FOR OWNER REVIEW	4/17/2015
-	ISSUED FOR OWNER REVIEW	4/14/2015

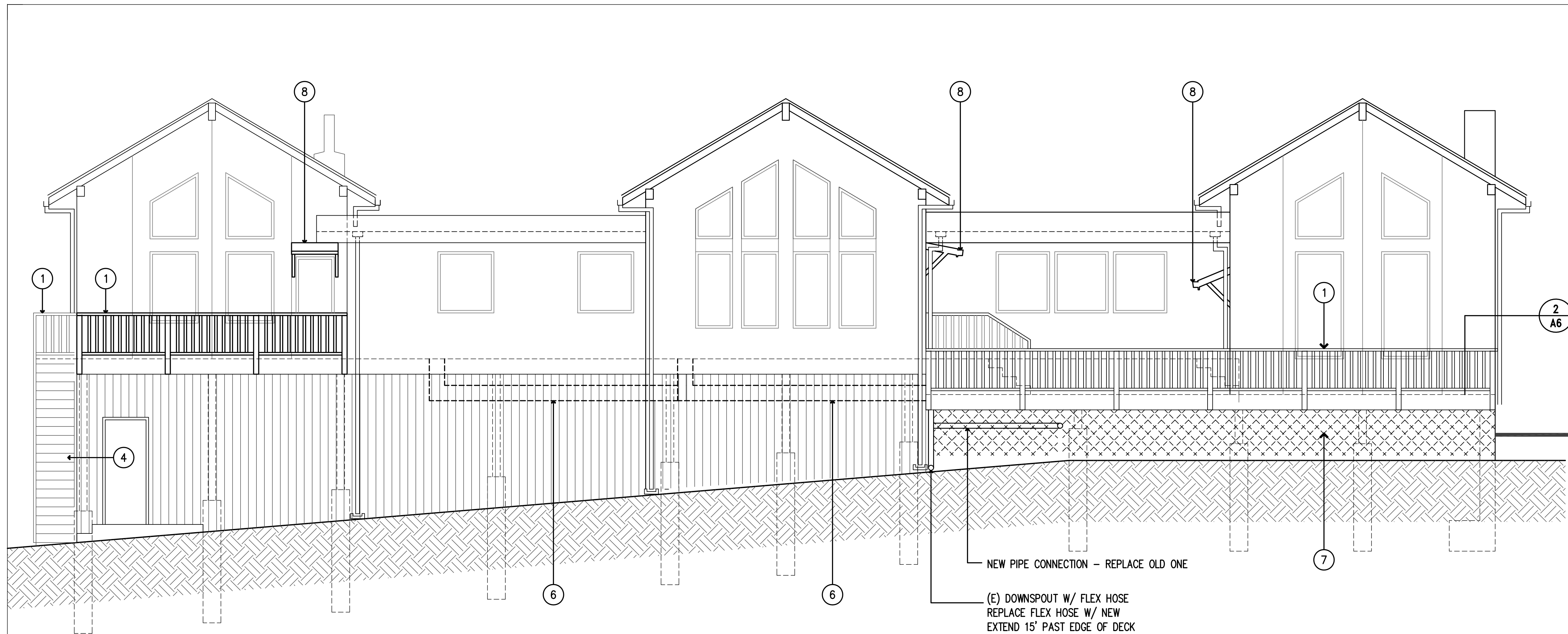
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Scale: As Noted Date: 03/20/2015

KKA Job No: 15102 Drawing No: **A2.2**

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**KEY NOTES**

- ① PROVIDE AND INSTALL (N) HANDRAIL
- ② NOT USED
- ③ NOT USED
- ④ (E) STAIR TO REMAIN
- ⑤ INSPECT (E) RAIN WATER COLLECT PIPE UNDER HOUSE FLOOR, CONNECT DOWNSPOUTS TO PIPE AND REPAIR AS NECESSARY
- ⑥ INSPECT (E) DUCTS IN BASEMENT, CLEAN AND REPAIR AS NECESSARY, INSULATE DUCTS, FILED VERIFY EXTENT OF WORK
- ⑦ REMOVE (E) LATTICE
- ⑧ PROVIDE AWNING OVER (E) DOOR SEE DETAIL 4/A3.2

**WEST ELEVATION**

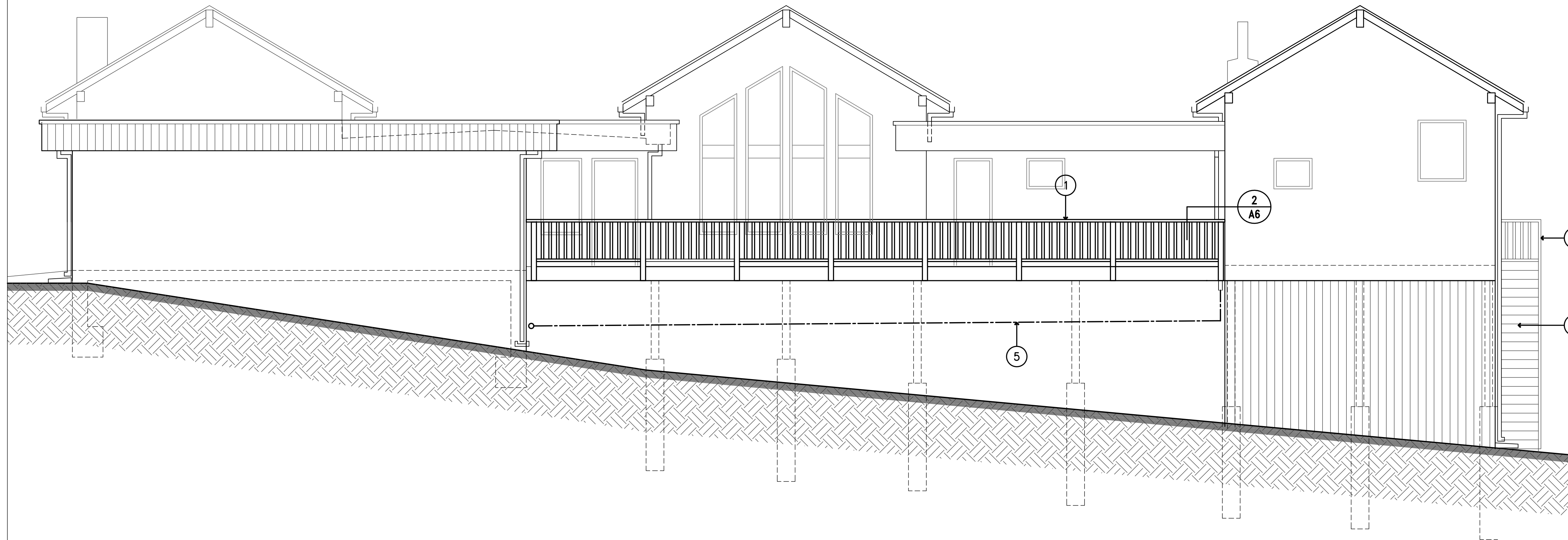
1/4"=1'-0"

1

**KEY NOTES**

N.T.S.

3



**EAST ELEVATION**

1/4"=1'-0"

2



Project



5755 ALPINE ROAD  
 SAN MATEO COUNTY  
 APN 080-380-030

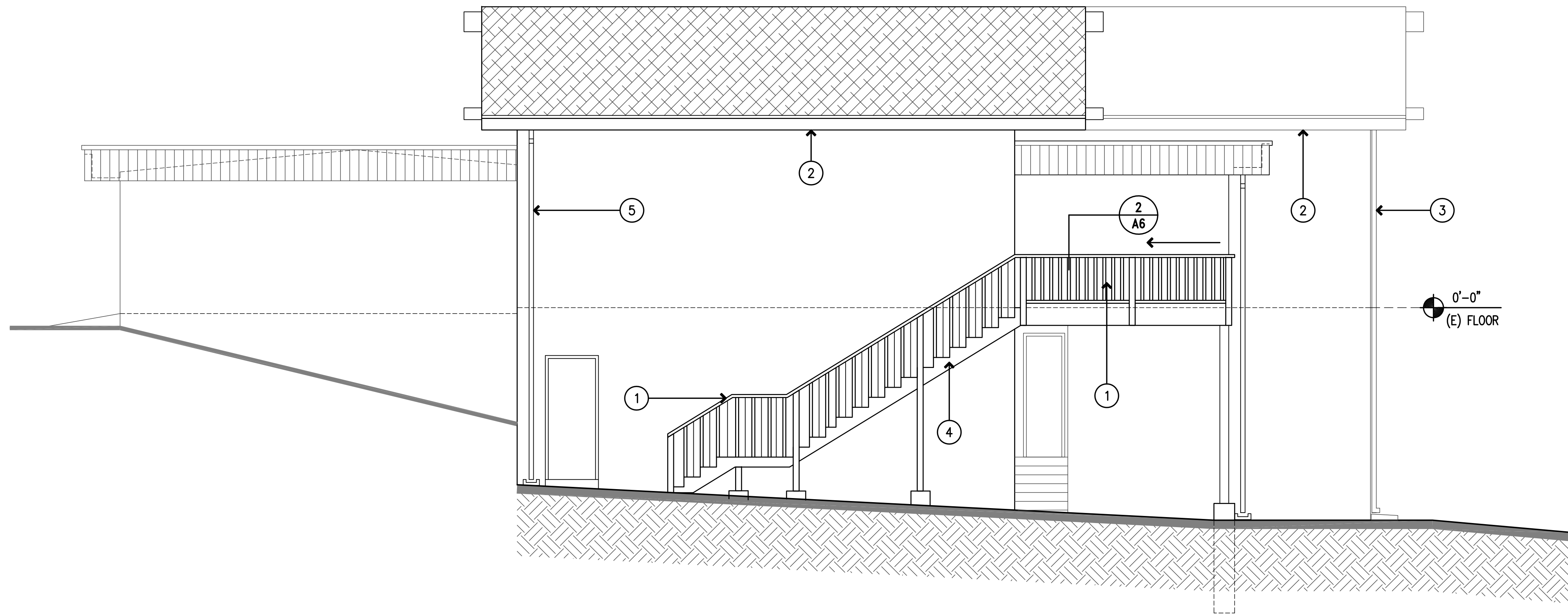
Revision	Description	Date
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-	ISSUED FOR OWNER REVIEW	4/27/2015
-	ISSUED FOR OWNER REVIEW	4/17/2015
-	ISSUED FOR OWNER REVIEW	4/14/2015

Drawing Title:  
 ELEVATIONS

Scale: As Noted Date: 03/20/2015

KKA Job No: 15102 Drawing No: **A3.1**

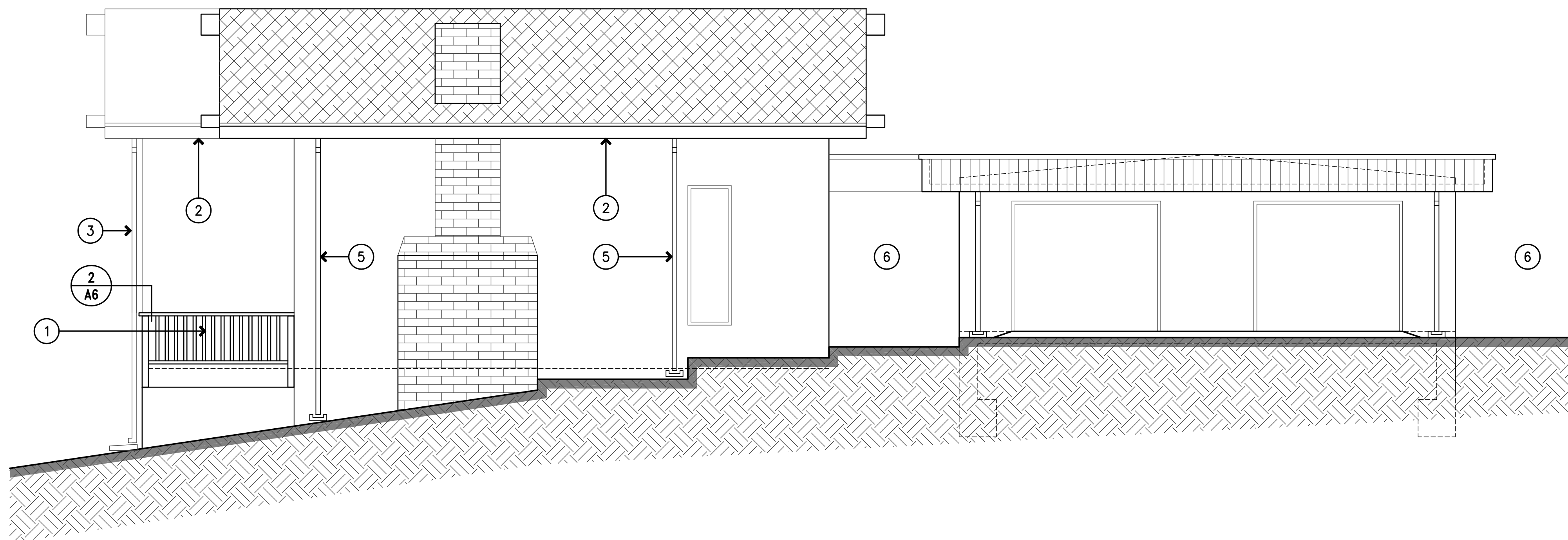
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NORTH ELEVATION

1/4"=1'-0"

1



SOUTH ELEVATION

1/4"=1'-0"

2

KEY NOTES

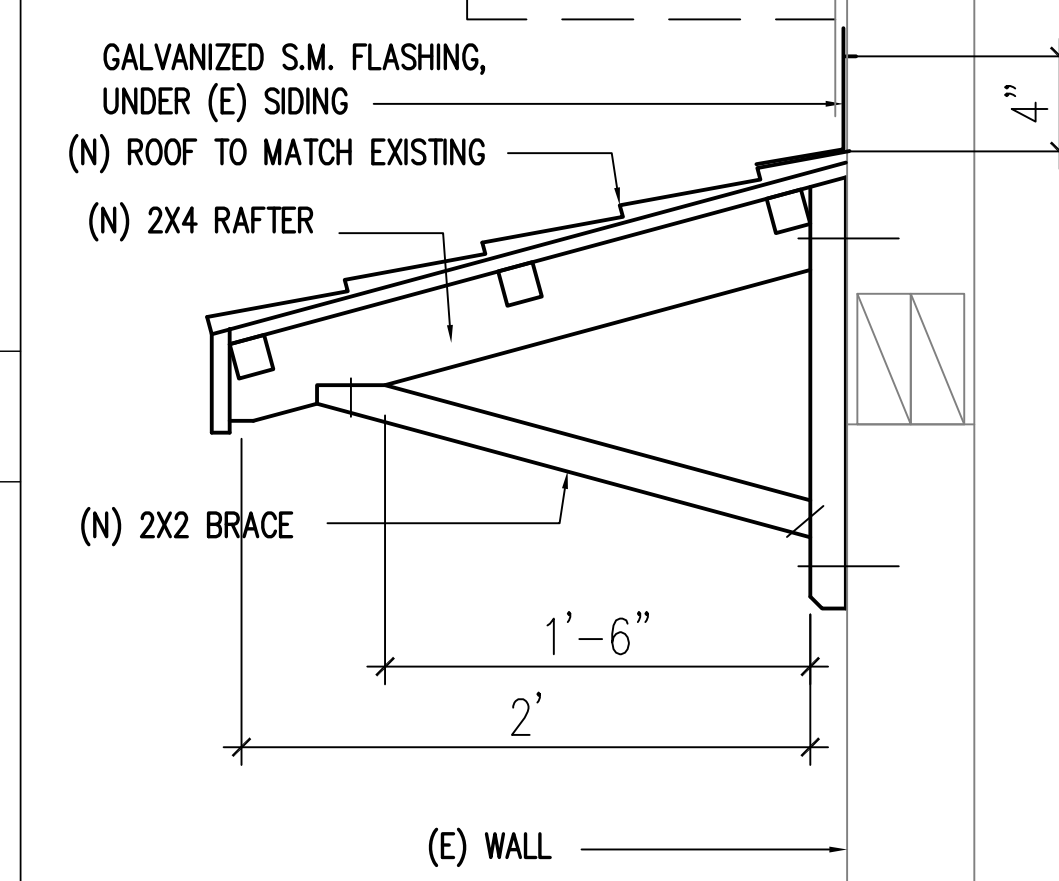
- ① PROVIDE AND INSTALL (N) HANDRAIL
- ② PROVIDE AND INSTALL (N) GUTTER AND FASCIA BOARD
- ③ PROVIDE AND INSTALL (N) DOWNSPOUT. CONNECT ALL DOWNSPOUTS TO (E) RAIN WATER PIPE RUNNING UNDER HOUSE FLOOR AND EXTEND PIPE UNDER HOUSE AS NECESSARY.
- ④ (E) STAIR TO REMAIN
- ⑤ PROVIDE AND INSTALL (N) DOWNSPOUT, INSTALL CONCRETE SPLASH BLOCK 24" LONG, VENDOR HOME DEPOT, MFR: AMERIMAX, MODEL: 3003-12, 24" STONE SPLASH BLOCK
- ⑥ FIELD VERIFY (E) DOWNSPOUT CONDITION AND REPLACE AS NECESSARY

KEY NOTES

N.T.S.

3

LINE OF (E) LOWER ROOF, FILED VERIFY EXACT LOCATION TO DETERMINE AWNING SLOPE



AWNING DETAIL

1 1/2" = 1'-0"

4



Project



5755 ALPINE ROAD  
SAN MATEO COUNTY  
APN 080-380-030

Revision	Description	Date
-	ISSUED FOR OWNER REVIEW	5/22/2015
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-	ISSUED FOR OWNER REVIEW	4/27/2015
-	ISSUED FOR OWNER REVIEW	4/17/2015
-	ISSUED FOR OWNER REVIEW	4/14/2015

Drawing Title:  
ELEVATIONS

Scale: As Noted Date: 03/20/2015

KKA Job No: 15102 Drawing No: A3.2

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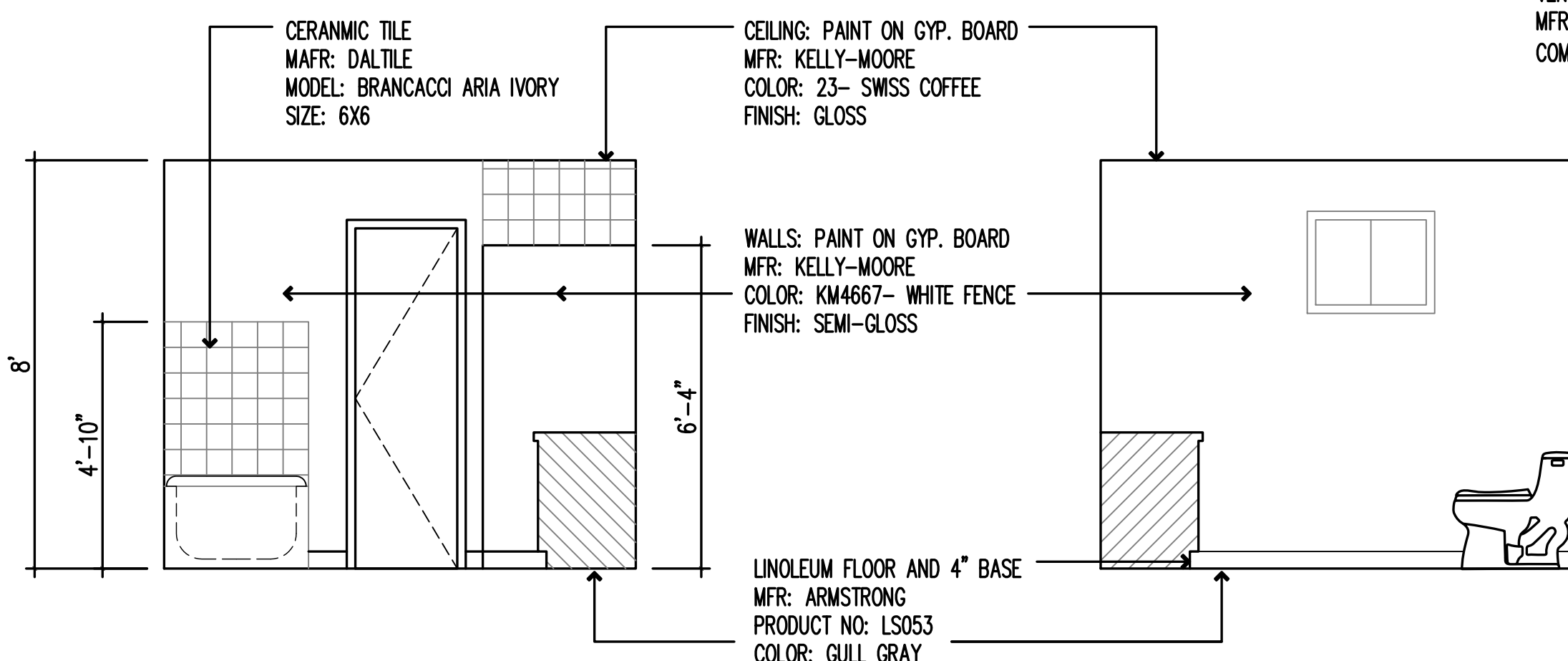




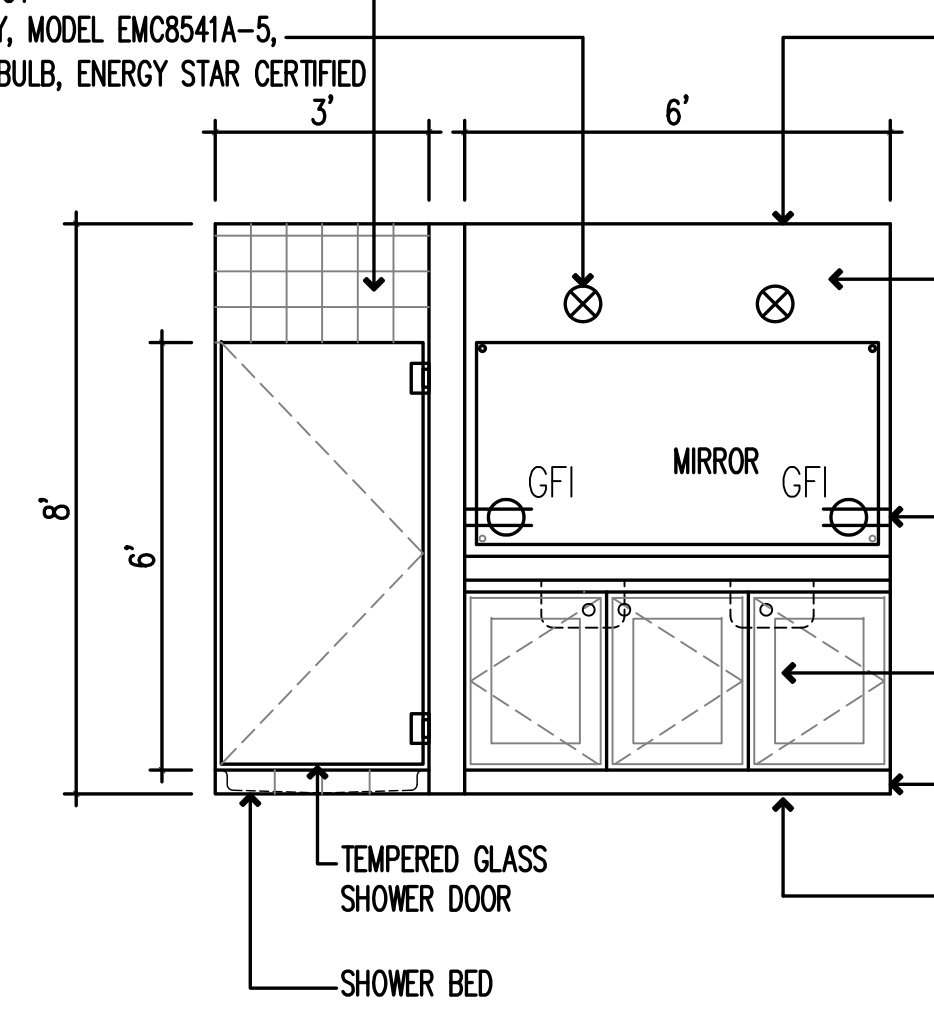
Project



5755 ALPINE ROAD  
 SAN MATEO COUNTY  
 APN 080-380-030



PROVIDE AND INSTALL (N) WALL SCONCE  
 VENDOR: HOME DEPOT  
 MFR: HAMILTON BAY, MODEL EMC8541A-5,  
 COMPLETE W/ CFL BULB, ENERGY STAR CERTIFIED



CEILING: PAINT ON GYP. BOARD  
 MFR: KELLY-MOORE  
 COLOR: 23- SWISS COFFEE  
 FINISH: GLOSS

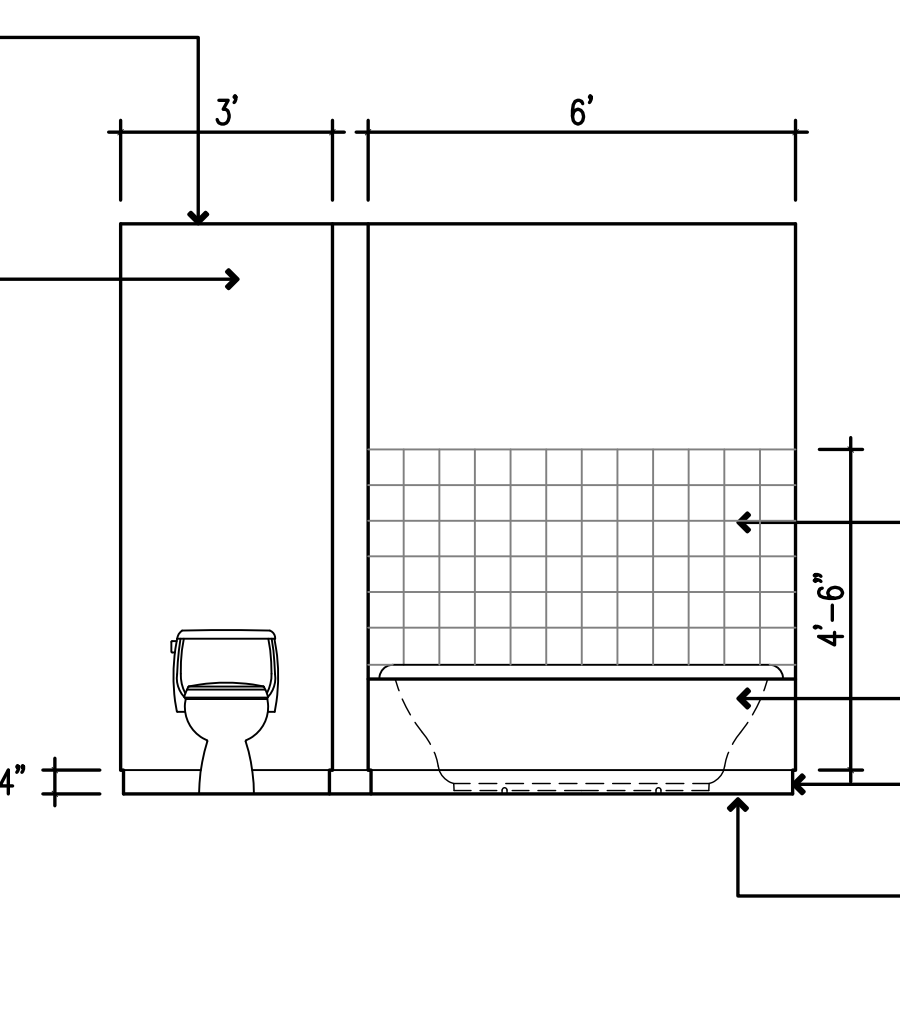
WALLS: PAINT ON GYP. BOARD  
 MFR: KELLY-MOORE  
 COLOR: KM4667- WHITE FENCE  
 FINISH: SEMI-GLOSS

PROVIDE AND INSTALL DUPLEX GFI  
 OUTLETS ON BOTH SIDES OF MIRROR

PLASTIC LAMINATE COUNTER  
 AND 4" SPLASH BACK

VANITY, SEE KEY NOTE 8/A2.1

LINOLEUM FLOOR AND 4" BASE  
 MFR: ARMSTRONG  
 PRODUCT NO: LS053  
 COLOR: GULL GRAY



CERAMNIC TILE  
 MAFR: DAL TILE  
 MODEL: BRANCACCI ARIA IVORY  
 SIZE: 6X6

TUB WITH INTEGRAL APRON,  
 SEE KEY NOTE 7/A2.1

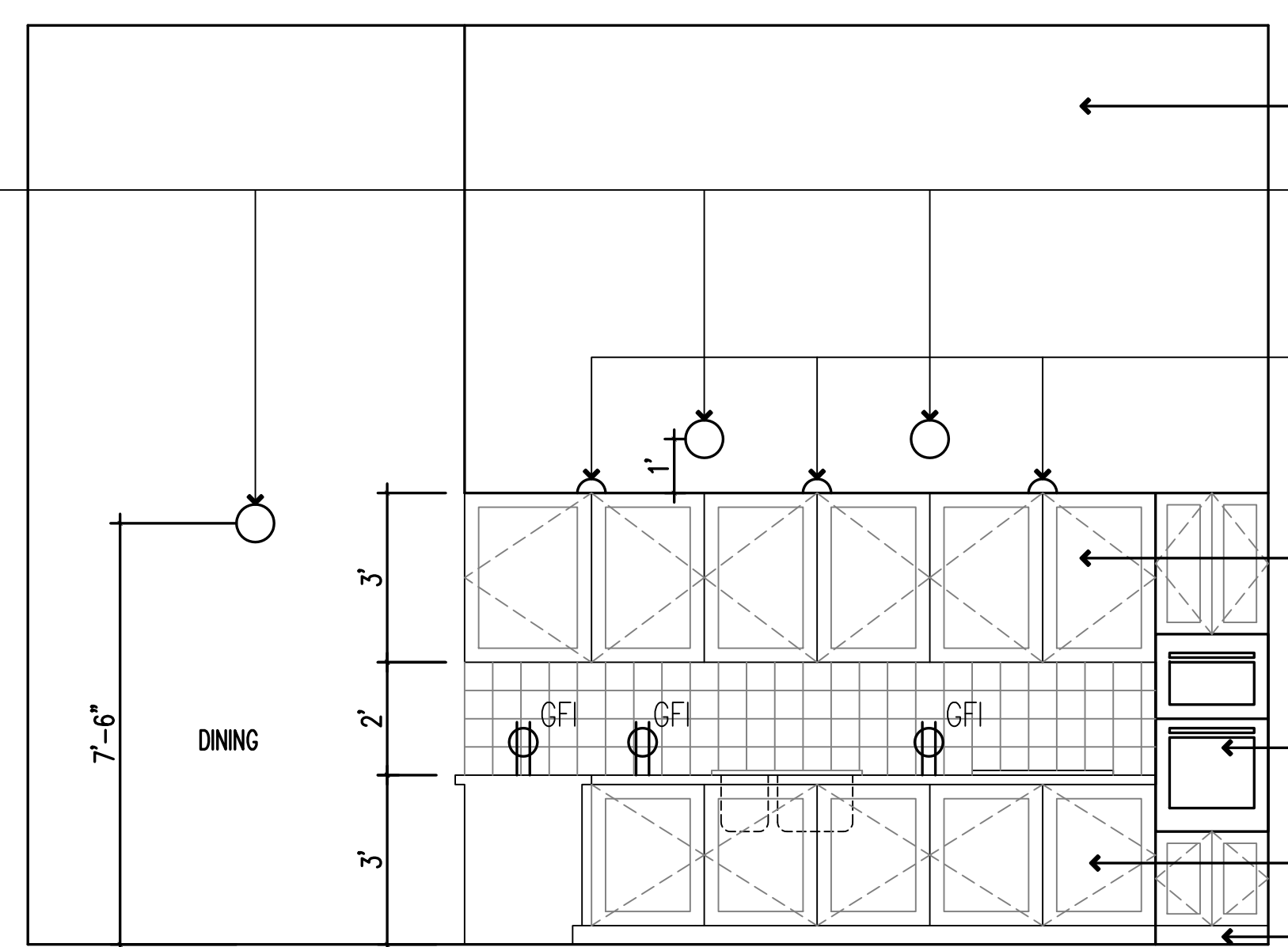
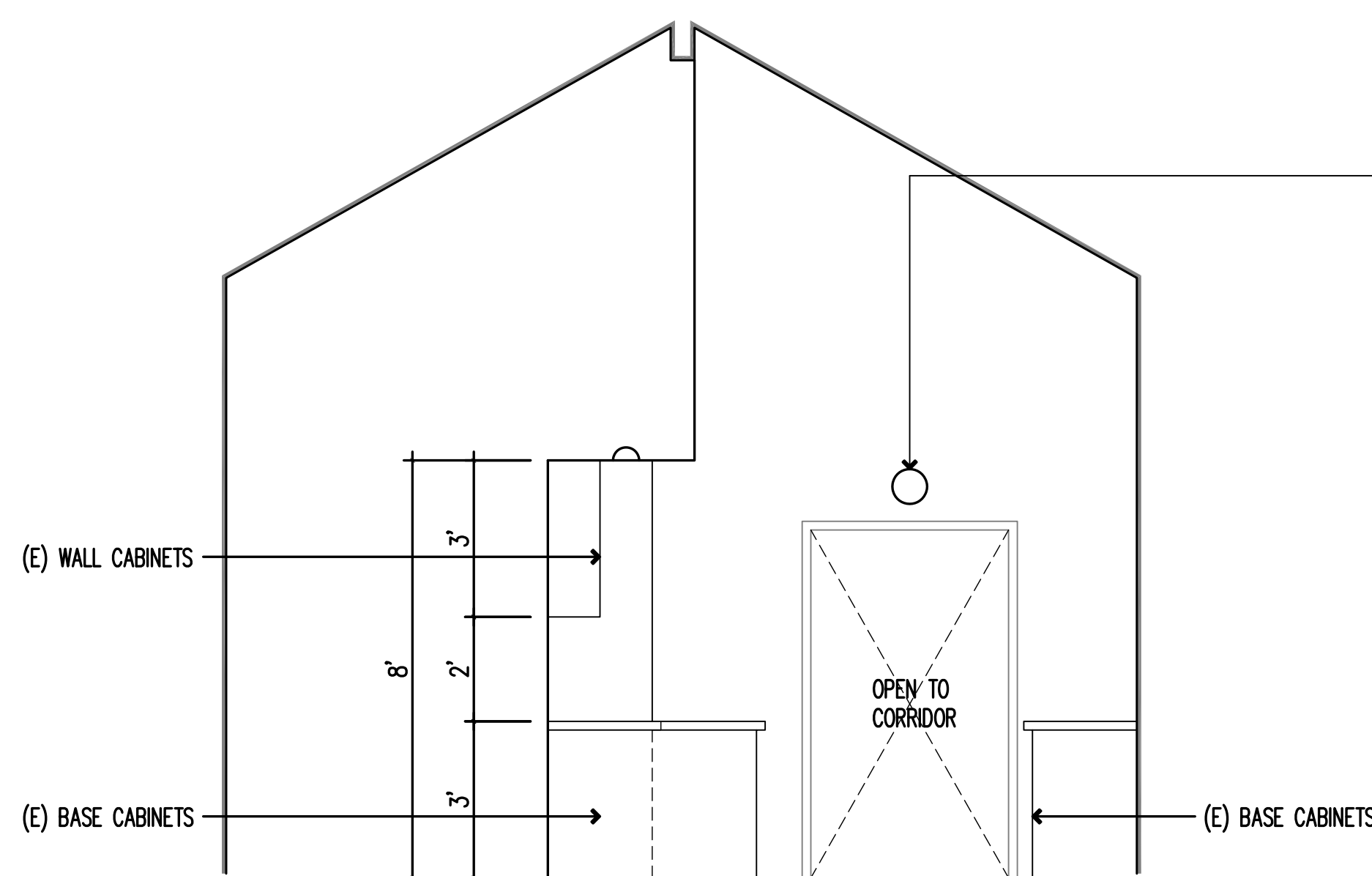
LINOLEUM FLOOR AND 4" BASE  
 MFR: ARMSTRONG  
 PRODUCT NO: LS053  
 COLOR: GULL GRAY

NOTE:  
 1. SEE DRAWING A2.1 FOR ADDITIONAL INFORMATION

**BATHROOM ELEVATION**

3/8"=1'-0"

1



WALLS: PAINT ON GYP. BOARD  
 MFR: KELLY-MOORE  
 COLOR: MATCH EXISTING  
 FINISH: MATCH EXISTING

PROVIDE AND INSTALL (N) WALL SCONCE  
 VENDOR: HOME DEPOT  
 MFR: HAMILTON BAY, MODEL EMC8541A-5, COMPLETE  
 W/ CFL BULB, ENERGY STAR CERTIFIED

PROVIDE AND INSTALL (N)  
 FLUORESCENT RECESSED LIGHTS  
 VENDOR: HOME DEPOT  
 MFR: BAZZ, MODEL CFL100, COMPLETE W/ ALUM.  
 BAFFLE, 4.125, ENERGY STAR CERTIFIED

(E) WALL CABINETS

(N) BUILT-IN OVEN AND  
 MICROWAVE, O.P.C.I.

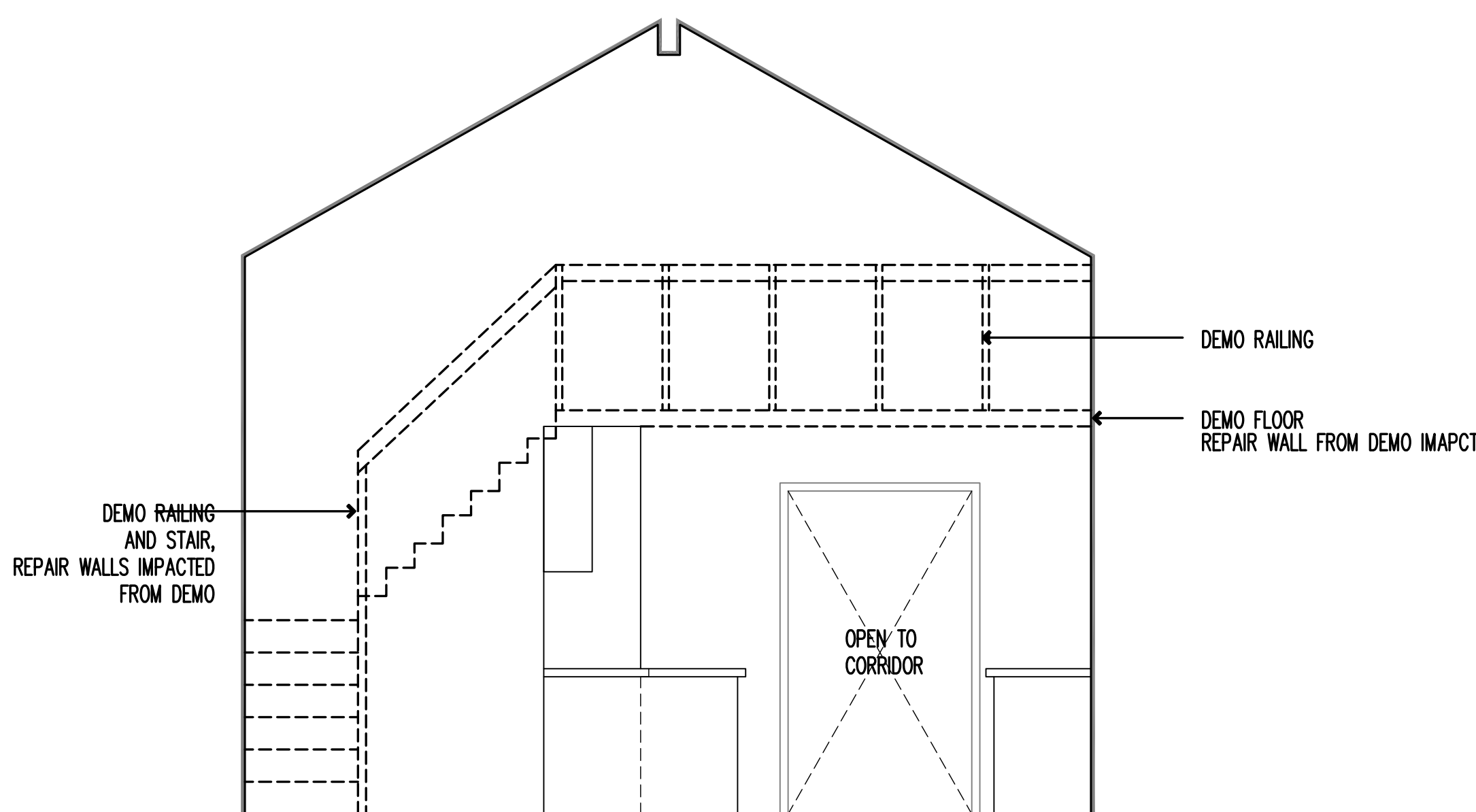
(E) BASE CABINETS

4" FLOOR BASE

**KITCHEN ELEVATION**

3/8"=1'-0"

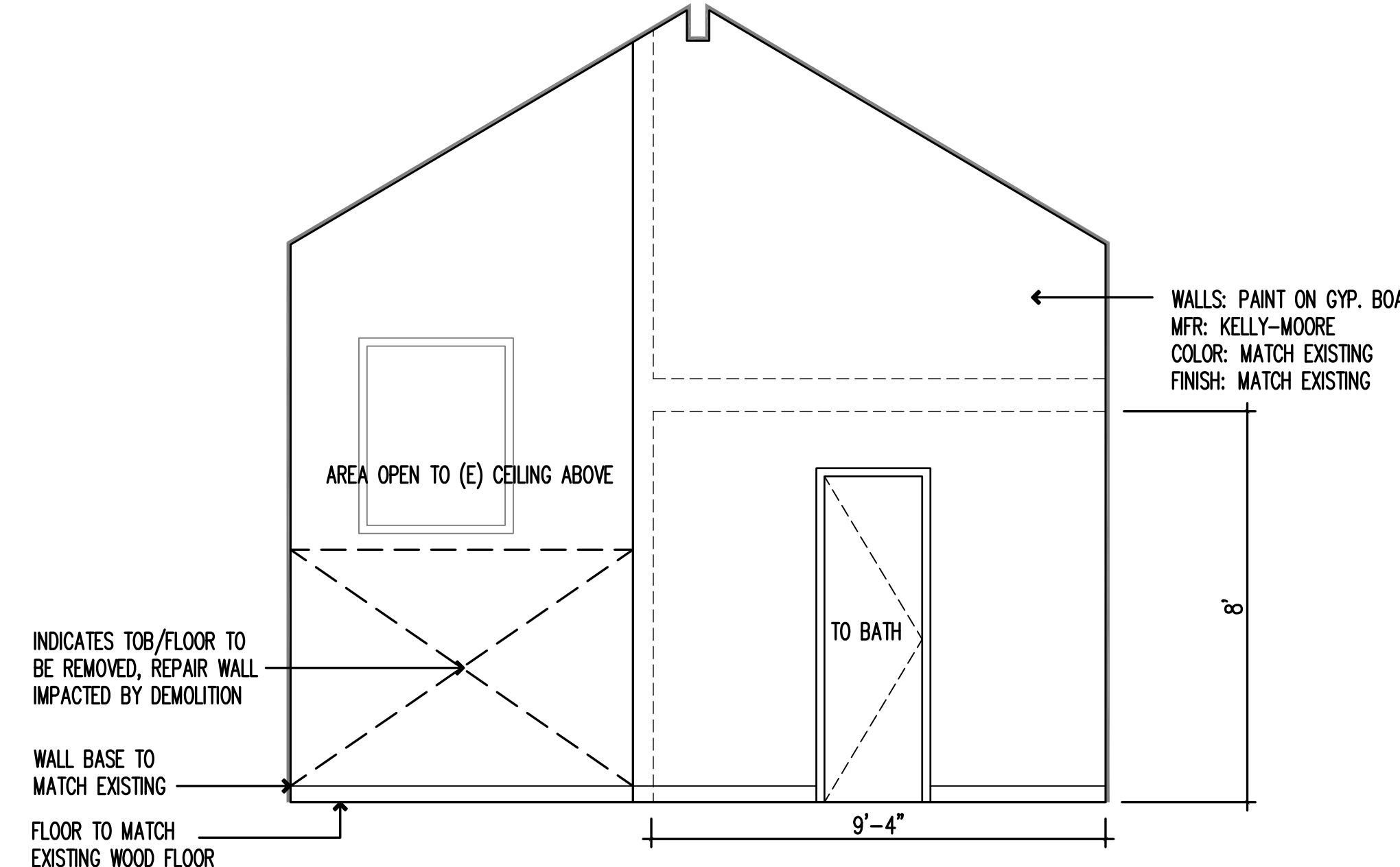
2



**KITCHEN ELEVATION - DEMOLITION**

3/8"=1'-0"

3



**MASTER BATHROOM ELEVATION**

3/8"=1'-0"

4

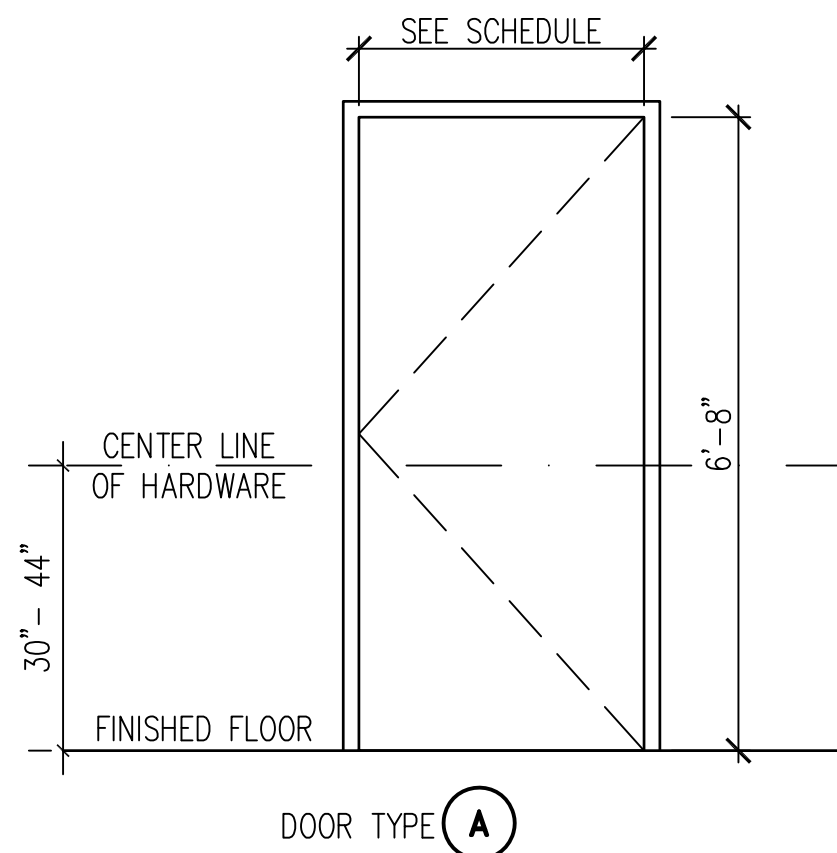
Revision	Description	Date
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-	ISSUED FOR OWNER REVIEW	4/27/2015
-	ISSUED FOR OWNER REVIEW	4/17/2015
-	ISSUED FOR OWNER REVIEW	4/14/2015

Drawing Title:  
 INTERIOR ELEVATIONS

Scale: As Noted Date: 03/20/2015

KKA Job No: 15102 Drawing No: **A4.1**

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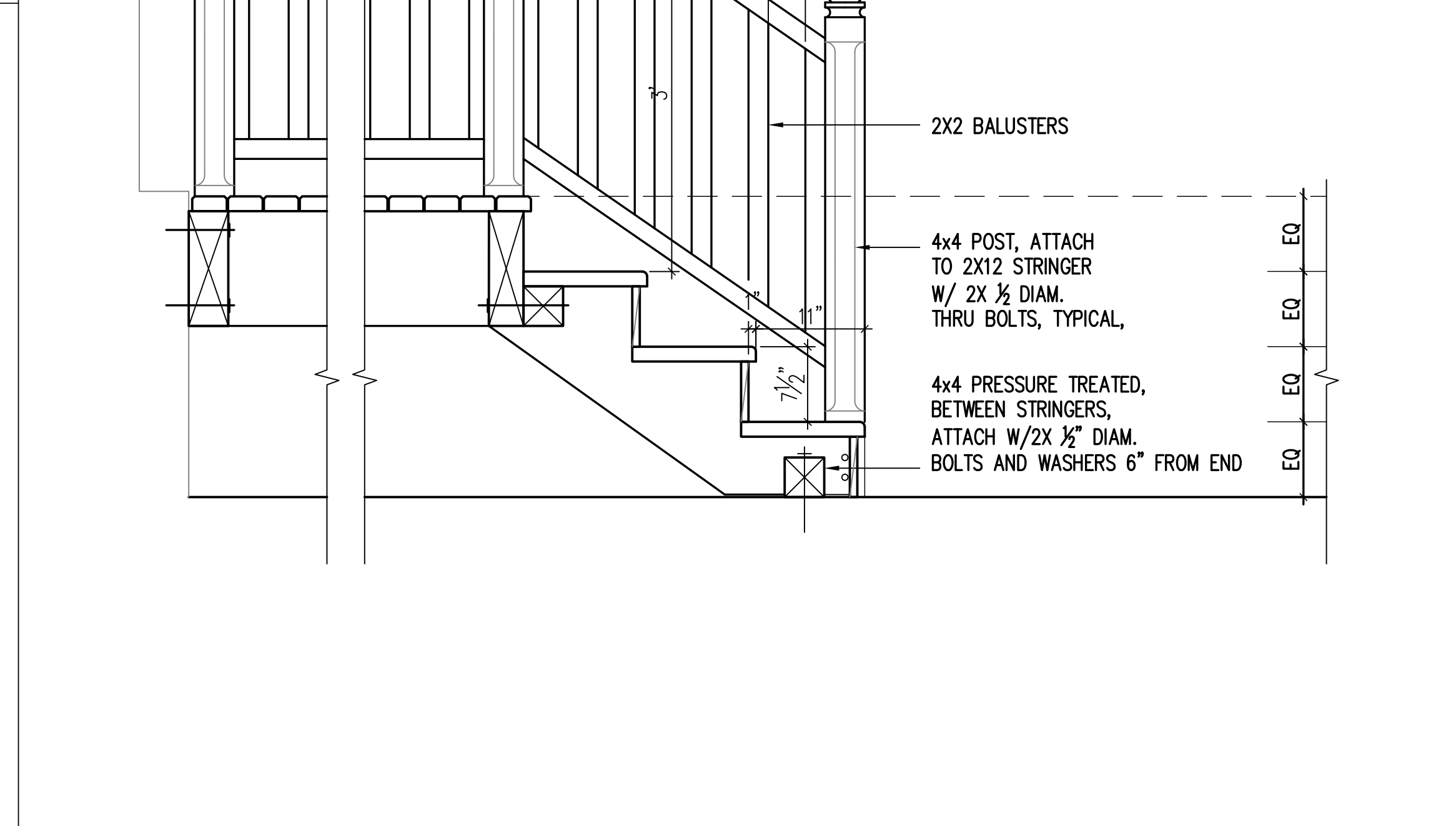
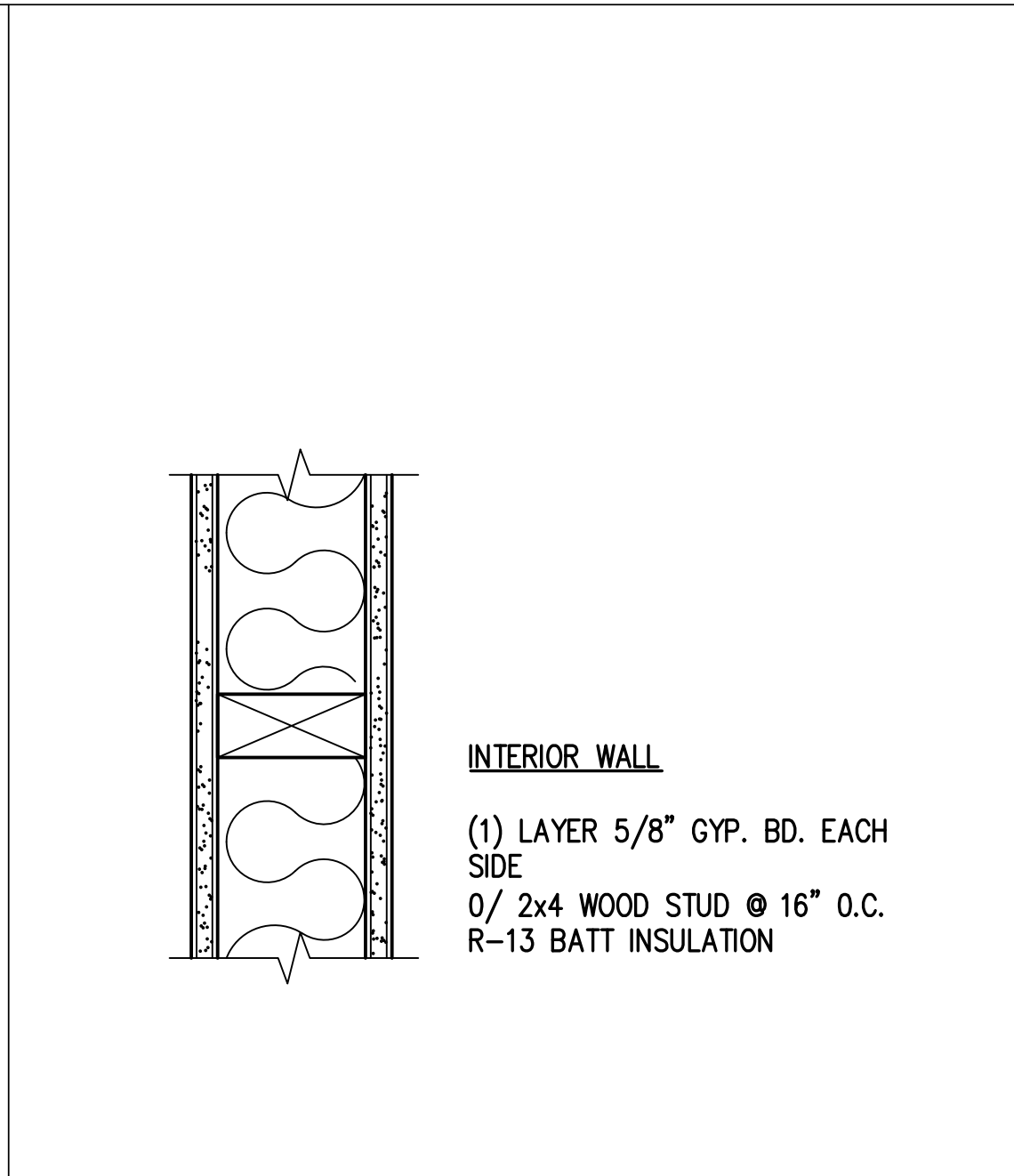
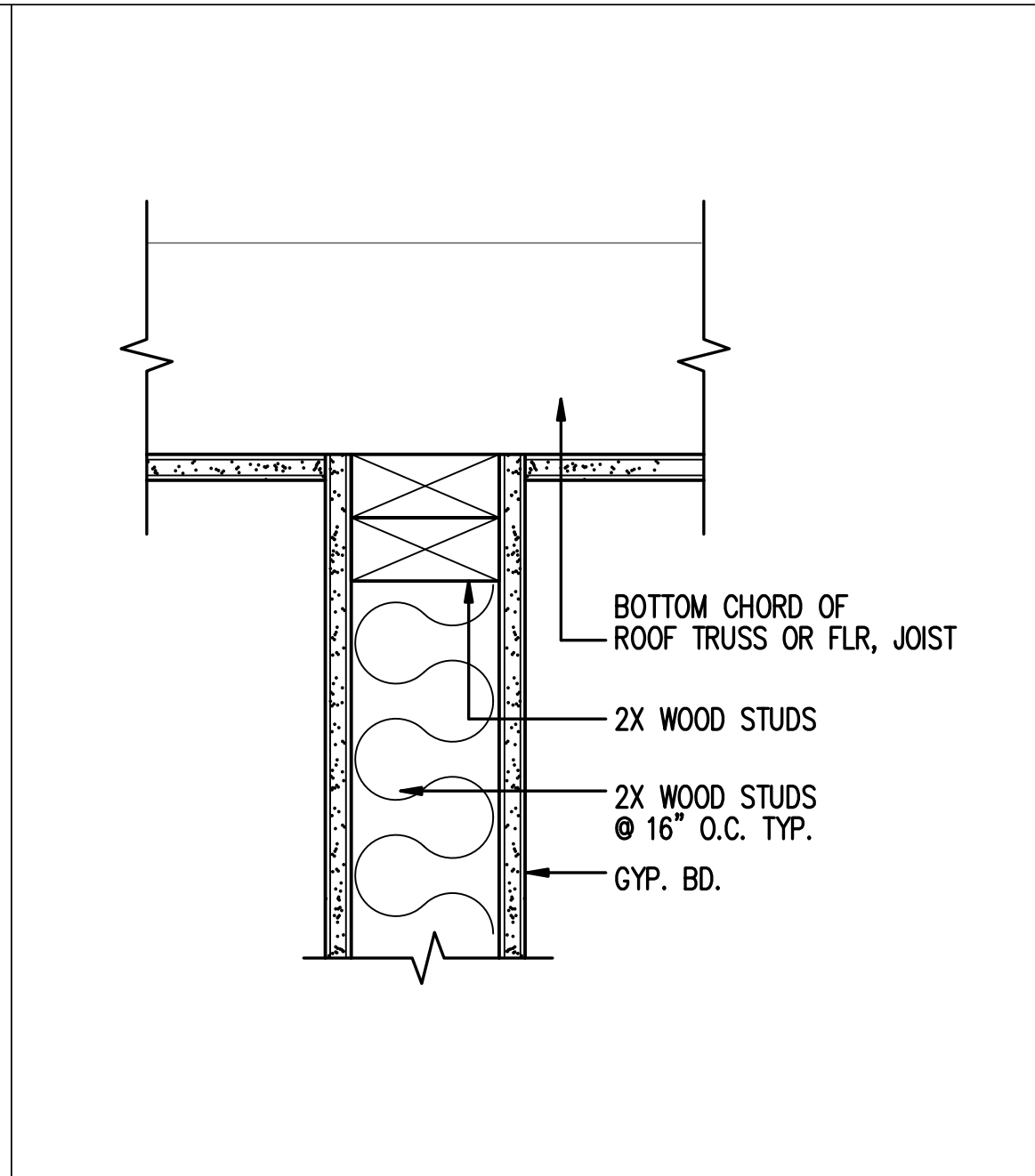
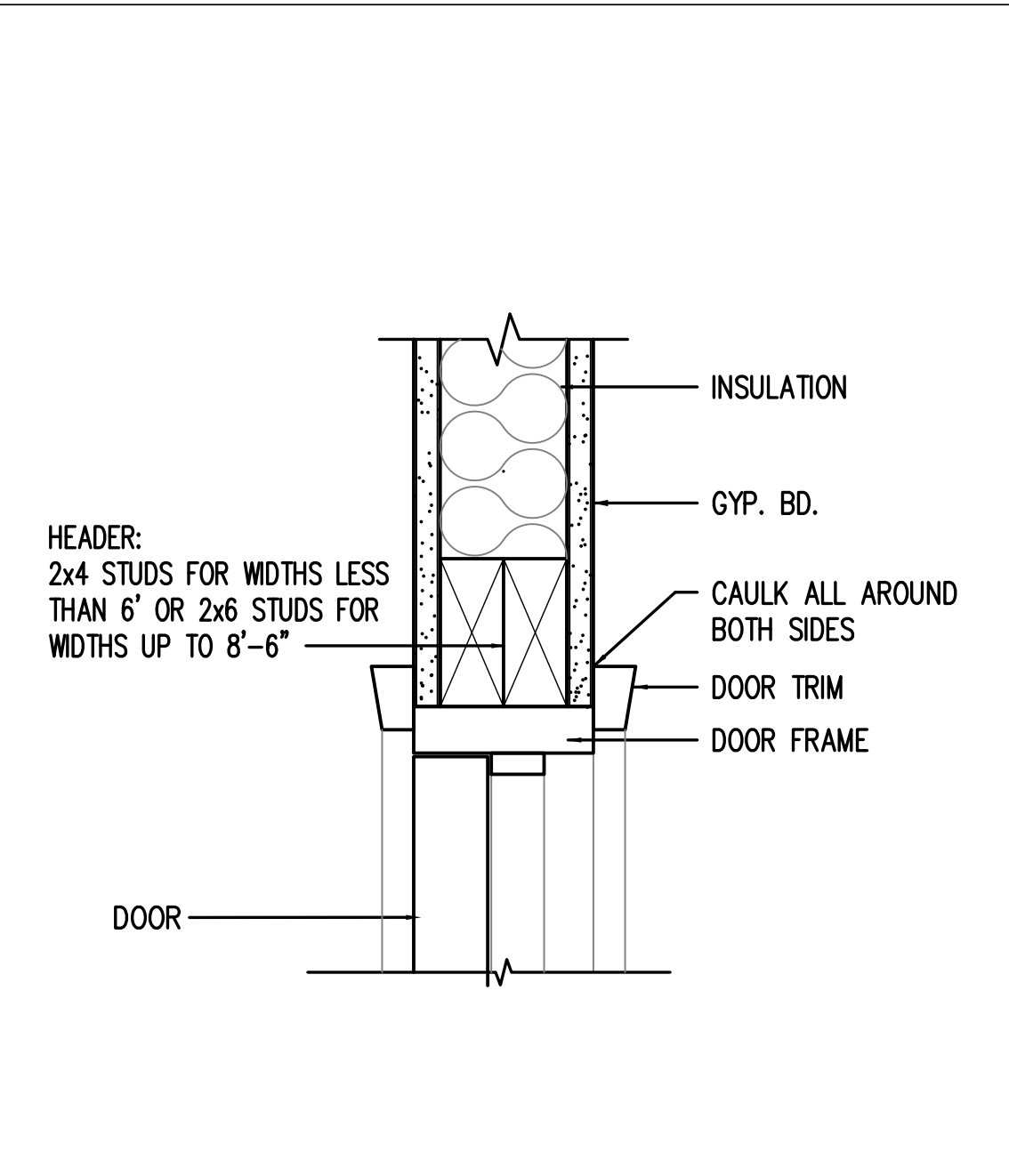


DOOR NUMBER	SIZE		TYPE	MATERIAL		FIRE RATING	DETAIL SEE DETAIL ON THIS SHEET		REMARKS
	WIDTH	HEIGHT		DOOR	FRAME		HEAD	JAMB	
	D01	3'-0"		6'-8"	A		WD	WD	
D02	3'-0"	6'-8"	A	WD	WD	-	9	9 SIMILAR	REUSE HARDWARE FROM (E) DOOR TO BE REPLACED
D03	3'-0"	6'-8"	A	WD	WD	-	9	9 SIMILAR	REUSE HARDWARE FROM (E) DOOR TO BE REPLACED
D04	3'-0"	6'-8"	A	WD	WD	-	9	9 SIMILAR	REUSE HARDWARE FROM (E) DOOR TO BE REPLACED
D05	2'-6"	6'-8"	A	WD	WD	-	9	9 SIMILAR	REUSE HARDWARE FROM (E) DOOR TO BE REPLACED
D06	2'-6"	6'-8"	A	WD	WD	-	9	9 SIMILAR	REUSE HARDWARE FROM (E) DOOR TO BE REPLACED

- NOTES:  
 1. SEE SPECIFICATIONS FOR DOOR MANUFACTURER  
 2. FIELD VERIFY SIZE OF ALL EXISTING DOORS TO BE REPLACED PRIOR TO ORDER AND INSTALLATION  
 3. FIELD VERIFY CONDITION OF EXISTING HARDWARE TO BE REUSED, CLEAN AND LUBRICATE BEFORE INSTALLATION

DOOR SCHEDULE  
NTS

4



DOOR HEADER DETAIL  
3"=1'-0"

9

TYPICAL WALL HEADER  
3"=1'-0"

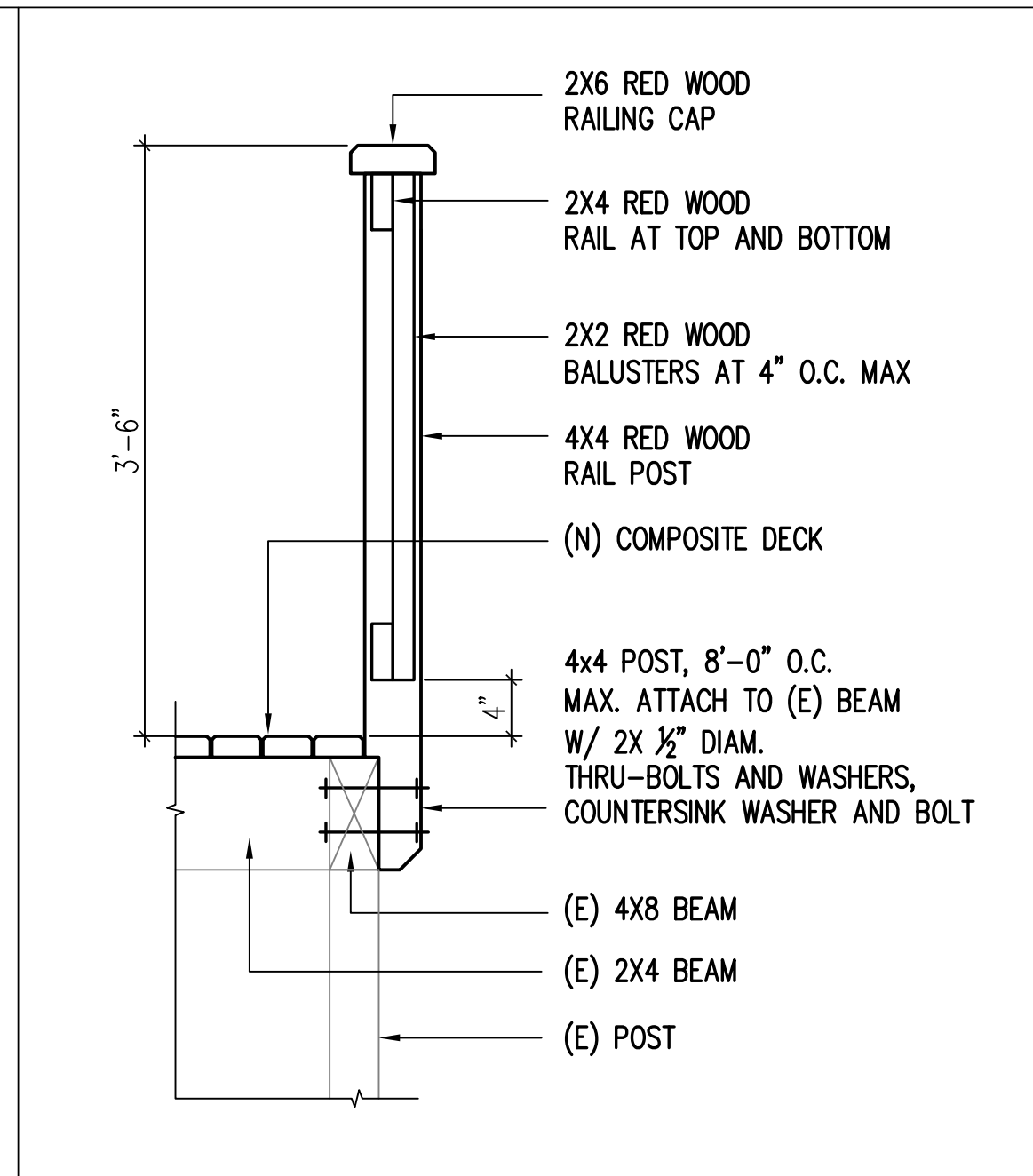
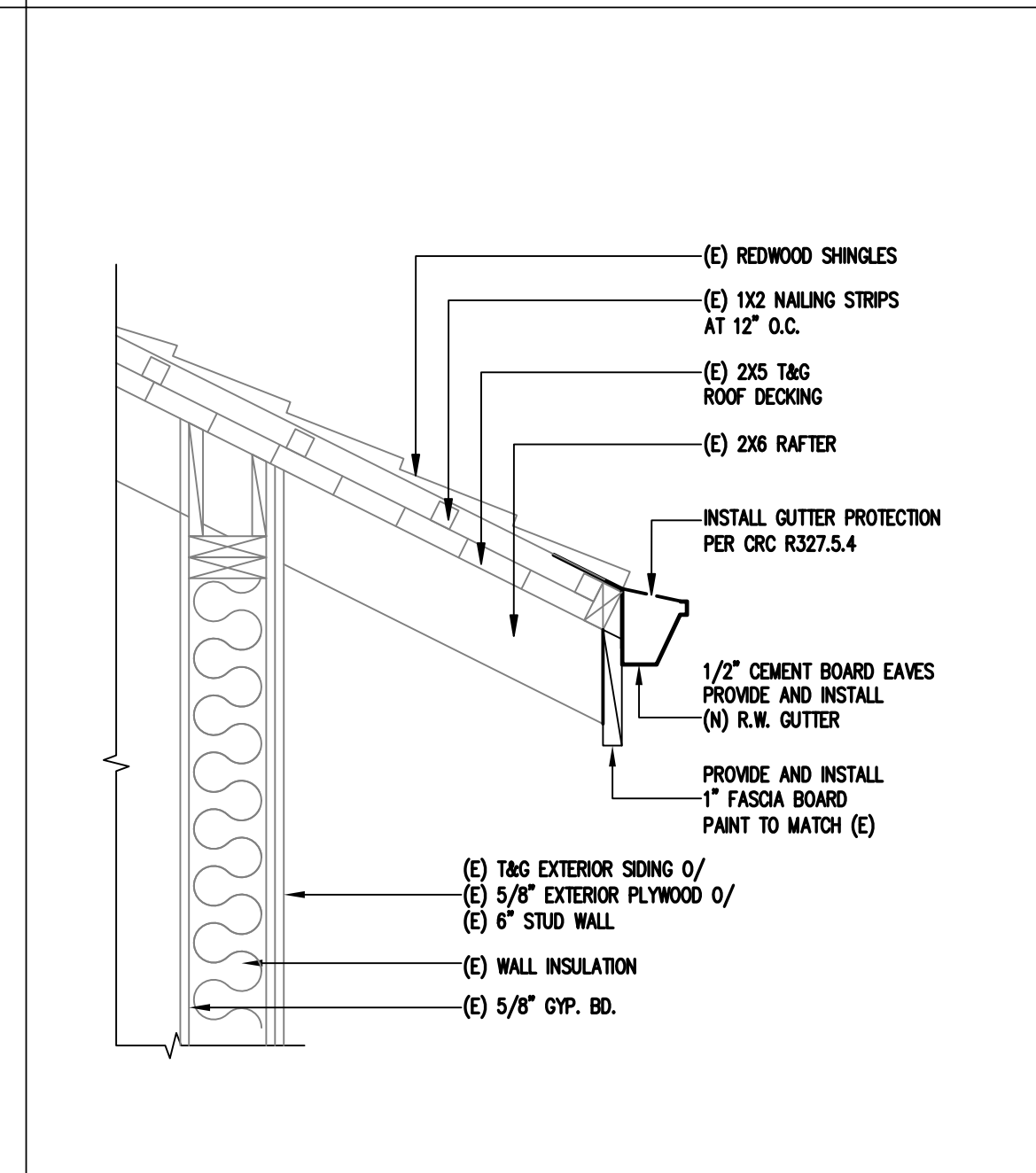
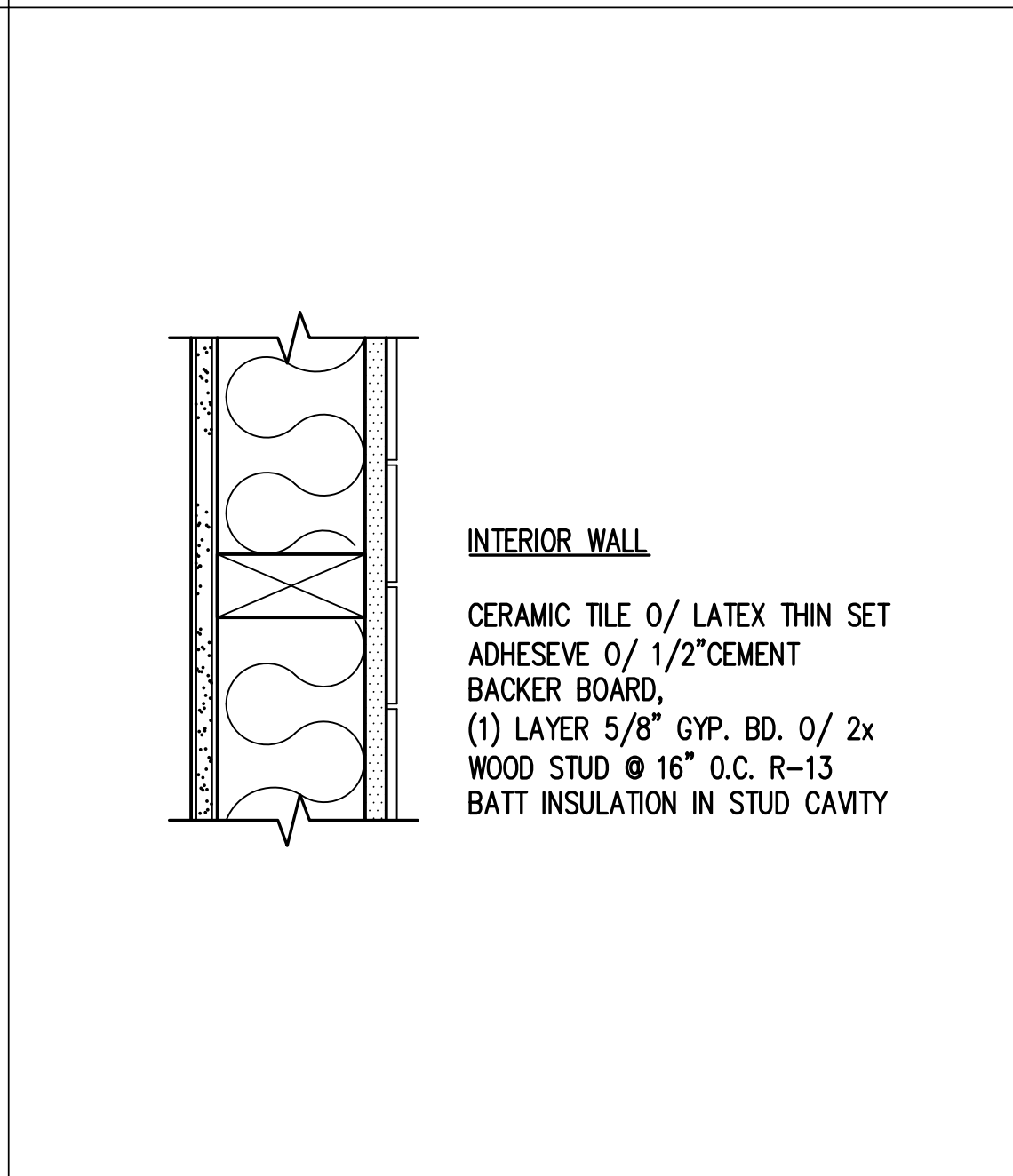
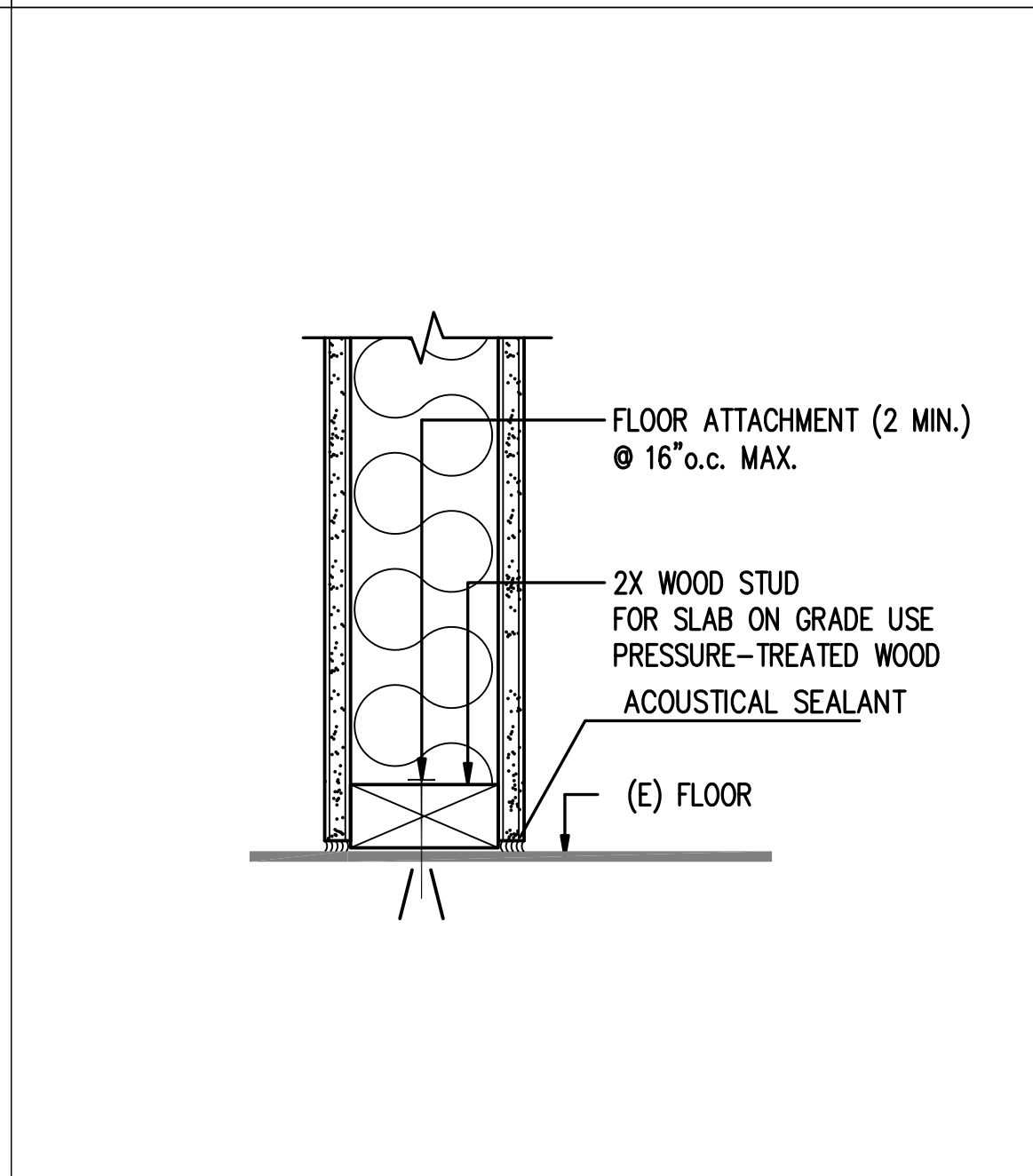
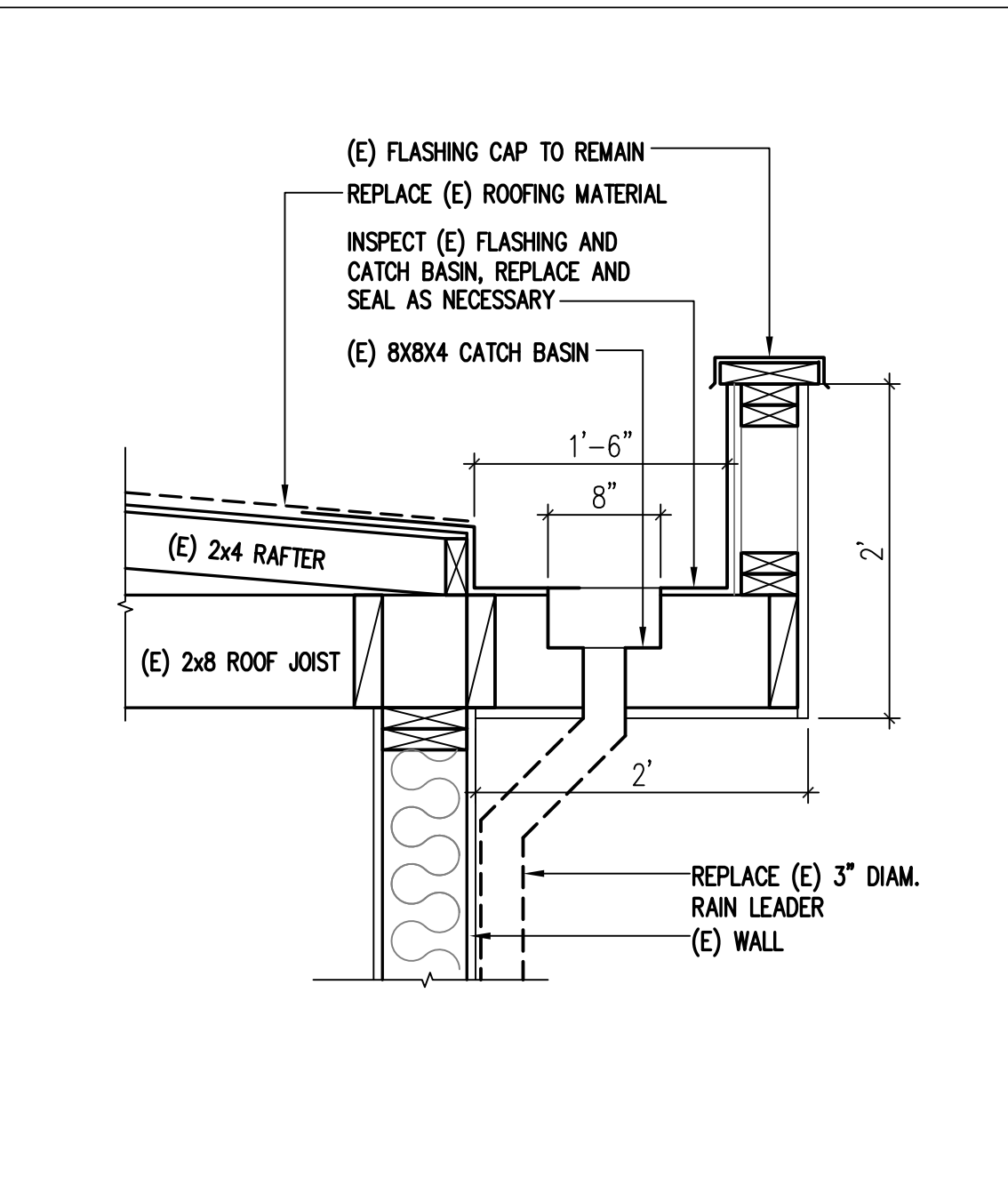
7

INTERIOR WALL DETAIL  
3"=1'-0"

5

STAIR DETAIL  
1"=1'-0"

1



(E) LOWER ROOF GUTTER  
1"=1'-0"

10

TYPICAL WALL BASE DETAIL  
3"=1'-0"

8

INTERIOR WALL DETAIL @ BATHROOM  
3"=1'-0"

6

GUTTER AT EAVES DETAIL  
1"=1'-0"

3

RAIL DETAIL AT (N) DECK  
1"=1'-0"

2



Project



5755 ALPINE ROAD  
 SAN MATEO COUNTY  
 APN 080-380-030

Revision	Description	Date
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-	ISSUED FOR OWNER REVIEW	4/17/2015
-	ISSUED FOR OWNER REVIEW	4/14/2015

Drawing Title:  
DETAILS  
DOOR SCHEDULE

Scale: As Noted  
 Date: 03/20/2015  
 KKA Job No: 15102  
 Drawing No: **A.6**

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# Midpeninsula Regional Open Space District

## Board Policy Manual

<b>Construction and Demolition Waste Diversion</b>	<b>Policy 4.08 Chapter 4 – Acquisition and Maintenance of District Lands</b>
Effective Date: January 14, 2015	Revised Date: Not applicable
Prior Versions: Not applicable	
Attachments: 1 - Construction Demolition Waste Diversion Worksheet 2 - Definitions, Materials Identification & Waste Diversion Strategies 3 - Construction Demolition Waste Diversion Policy Resource Directory 4 - Sample District waste handling specifications	

### Purpose

The goal of the Construction and Demolition Waste Diversion (C&D WD) Policy is to establish capital project guidelines for contracted construction and demolition projects to divert waste away from landfills. Minimally, the goal for all contracted construction and demolition projects shall be to divert 100% of all recyclable materials.

### Existing Policy

The District's "Policies Regarding Improvements on District Lands", last amended in 2007, requires preliminary Use and Management (U&M) Plans to consider the "cost and practicality of salvaging materials being removed" when the U&M plan proposes demolition.

### Policy

For every contracted District Capital construction or demolition project, the following waste diversion guidelines shall be followed:

#### 1. SURVEYS

Surveys shall be completed prior to the commencement of the project to identify existing conditions. Minimally these shall include:

- a. Hazardous Materials Surveys – to identify all hazardous materials.
- b. Historic Resource Evaluation – to evaluate potential historical significance on structures over 50 years old or containing known historical resources.
- c. Bat / Biological Surveys - to determine presence of bat roosting, bird nesting, woodrat nesting or any other wildlife. Also to determine the presence of any sensitive habitat or wildlife corridors in the area of the proposed project work.
- d. Plant Surveys – confirm whether the site has any trees or other plant communities that need to be protected. Also, identify any invasive species that might be present in the project area to ensure that project work does not further spread the invasive species around or off the site, and keep invasive species separated from the plant materials that are being recycled as mulch.

## 2. C&D WD EVALUATION FORM

Staff shall evaluate and document all the materials, fixtures and equipment at a site and determine the best diversion strategy for all items. (Refer to Attachments 1 & 2).

a. Fill out a project specific Structure C&D WD Worksheet (Attachment 1).

### i. Construction Projects

1. List construction materials that will be used on site and describe what, if any, waste materials will be generated. Examples include:
  - a. Packaging - cardboard, styrofoam, plastics, paper products
  - b. Crates (unpainted wood pallets, crates and other packaging made of lumbered or engineered wood)
  - c. Scrap metal, wood
  - d. Excess concrete
  - e. Tile, brick trimmings
  - f. Drywall scraps
  - g. Roofing materials
  - h. All other materials (carpets, linoleum, sheet products, glass, laminates, etc.)
2. Indicate diversion strategy. Refer to Attachment 2 for a list of common diversion strategies, which include:
  - a. Salvage
  - b. Recycle
  - c. Reuse on site
  - d. Reuse off site
  - e. If uncertain, refer to Attachment 3, list of recyclers, waste handlers, salvage companies and demolition contractor who may be able to assist.
3. Include any pertinent comments related to the desired diversion strategy or constraints to implementing diversion for each material

### ii. Demolition Projects

1. List all materials on site that will be demolished, including:
  - a. Trees, landscaping
  - b. Roads, patios, paving, flatwork
  - c. Roofing
  - d. Exterior enclosure – walls, paneling, stucco, brick
  - e. Interior finishes, flooring, wall paneling, etc.
  - f. Fixtures (lighting, plumbing)
  - g. Appliances
  - h. All other materials (carpets, linoleum, sheet products, glass, laminates, etc.)
2. Indicate diversion strategy. Refer to Attachment 2 for a list of common diversion strategies, which include:
  - a. Salvage
  - b. Recycle
  - c. Reuse on site
  - d. Reuse off site

e. If uncertain, refer to Attachment 3, a non-exclusive list of recyclers, waste handlers, salvage companies and demolition contractor who may be able to assist.

3. Include any pertinent comments related to diversion strategy or constraints to implementing diversion for that material (for example, presence of hazardous materials.)

3. C&DWD SCOPE DOCUMENTS

a. Include C&D WD requirements in the Project Scope and Contract Specifications (see sample specification, Attachment 4).

4. BOARD REPORT

Reference C&DWD strategies for each project as part of each Board report prepared for award of construction and demolition contracts. Include description of material salvage opportunities, any additional associated costs, and if applicable, reasons why 100% of recyclable materials cannot be recycled.

\* Attachments may be updated administratively to reflect changes and advances in recycling and salvage practices. The C&D WSD process outlined in the Policy would not be affected by updates to the Attachments. Any proposed revisions in the Policy shall be brought to Board for review and approval.



# Construction and Demolition Waste Diversion

## Attachment 2 Definitions, Materials Identification & Waste Diversion Strategies

### 1. Definitions

Waste Diversion The practice of directing waste away from landfills and into re-use, recycle or salvage opportunities.

Construction Waste Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes (but is not limited to) wood, concrete, drywall, masonry, roofing, siding, structural metal, wire, insulation, asphalt, and packaging materials.

Demolition Waste Building and site improvement materials resulting from demolition operations.

Hazardous Material Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets, has components which meet, or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261.

Debris Non-hazardous solid waste generated during the construction, demolition, or renovation of a structure that exceeds 2.5 inch (60 mm) particle size and is: a manufactured object; plant or animal matter; or natural geologic material (e.g. cobbles and boulders). A mixture of debris and other material such as soil or sludge are also subject to regulation as debris if the mixture is comprised primarily of debris by volume, based on visual inspection.

Inert solids Asphalt, concrete, rock, stone, brick, sand, soil and fines.

Remainder/Composite Inerts and Other Inerts and other material that cannot be put in any other type. This type may include items from different types combined, which would be very hard to separate. Examples include brick, ceramics, tiles, toilets, sinks, and fiberglass insulation. This type may also include demolition debris that is a mixture of items such as plate glass, wood, tiles, gypsum board, and aluminum scrap.

Remainder/Composite Plastic Materials that are made mostly of plastic but combined with other materials. These items are usually recognized by their optical opacity. Examples include auto parts made of plastic attached to metal, plastic drinking straws, foam drinking cups, produce trays, foam packing blocks, packing peanuts, cookie trays found in cookie packages, plastic strapping, foam plates/bowls, and new Formica, vinyl, or linoleum.

Deconstruction The process of careful demolition to remove materials in a manner that they remain intact for the purpose of salvaging the materials.

Salvage The recovery of intact demolition or construction materials for the purpose of reuse or storage for later sale or reuse in another facility.

Recycle Recovery of demolition or construction waste for subsequent processing (for example, grinding or melting) in preparation for re-use.

Re-Use The process of taking demolished materials and re-using (often in the same place of demolition) with minimal intervening processing. For example, concrete being broken up and buried on site as fill or wood being ground up and used as mulch.

Re-Purpose Removing demolition or construction waste and re-purposing for another use without any intervening processing. For example, wood siding being re-purposed as planter boxes.

Source (On-site) Waste Segregation The process of segregating demolition or construction waste materials on site (i.e: concrete, bare drywall, wood, steel) for offhaul to recycling facilities.

Comingled Waste Demolition or construction waste that is mixed together and brought to the recycling facility.

## **2. Construction & demolition waste materials typically diverted**

Much of the waste materials derived through demolition or construction can be diverted from the landfill. Specific materials include:

Inert Materials Concrete, brick, stone, rock, asphalt paving, sand from demolished building slabs, sidewalks, walls, etc.

Metals All steel, aluminum, copper, bronze, tin, etc., found in scraps, piping, wiring, structural steel, partition framing, door and window frames, building siding or roofing.

Wood materials Any and all dimensional lumber, fencing or construction wood that are not chemically treated, creosoted, pressure treated, contaminated or painted.

Vegetative materials Trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use.

Roofing materials Wood shingles and shakes as well as asphalt shingles, stone and slate based roofing material.

Salvageable materials and structures Doors, windows, fixtures, cabinets, hardwood flooring, sinks, bathtubs and appliances, etc. (see Salvage below).

Miscellaneous recyclable materials Glass, carpets, plastics, linoleum, etc.

Salvage Typical salvaged materials include:

- Cabinets (kitchen, bath, built-in woodwork) that are in very good condition and/or have unique workmanship

- Appliances that are in new to almost new condition (older appliances are not energy efficient and are recycled)
- Hardwood flooring
- Wood panels – interior or exterior – if they are in very good condition or of unique material – for example, redwood
- Doors and windows in good condition
- Fixtures
- High value materials such as old-growth redwood

### 3. Waste Diversion Strategies

#### Concrete

- Can be broken down on site, to approximately 12” or less (12” minus) and utilized as fill material to fill voids / holes / vaults on site.
  - 12” minus materials should be used in 24” lifts and compacted.
  - If 12”-minus is used to fill large areas, or as part of fill for grading and re-contouring, a geologic engineer should be consulted.
- Can be shipped offsite to a recycling facility to be ground up for use as class 2 baserock material.
- If the project is large, a concrete grinder can be brought onto the site and the concrete can be ground onsite and either re-used as class 2 fill or shipped offsite to be re-purposed as class 2 fill at another relocation
- NOTE: Painted concrete must have lead content evaluated; contractor shall conduct waste profiles to determine if concrete painted with lead paint can still be recycled or re-used (buried) on site.

#### Masonry / Brick / Stone

- Most masonry is difficult (if not impossible) to deconstruct and salvage intact.
- Most masonry can be sent to a recycling facility and crushed.
- On District sites where there are areas that can be filled, most masonry can be combined with crushed concrete and used as fill.
  - If large areas are to be filled or fill is to be used as part of grading and re-contouring, a geologic engineer should be consulted.
- NOTE: Painted masonry must have lead content evaluated; contractor shall conduct waste profiles to determine if masonry painted with lead paint can still be recycled or re-used (buried) on site.

#### Asphalt Paving

- Asphalt Paving can be demolished, removed from the site, and recycled for use in new AC paving.

#### Metals

- Can be source-separated on site and sent directly to a metals recycler or be comingled and sent to a recycling / waste handling facility that accepts, separates and recycles the materials.
- Typically metals can be painted, even with lead based paint, and still be recycled.

#### Wood Materials



- Wood materials should be evaluated for potential salvage value. If there is potential salvage value, wood materials should be carefully removed or deconstructed to salvage intact.
  - Typical wood items that *may be suitable*\* for salvage include:
    - Large dimensional lumber (beams, posts)
    - Hard wood flooring
    - Wood windows
    - Wood cabinetry
    - Wood siding / paneling

\*Suitability should be evaluated. If hazardous materials survey indicates there is lead paint on wood, it shall not be salvaged due to concerns of potentially hazardous materials being funneled back into the marketplace.

    - Wood framing members cannot be reused for framing, as they are not graded. Unless the wood framing is exceptionally unique (for example, redwood) there is little actual value in salvage.
  - Wood that is not painted or treated can be recycled and made into a variety of mulch products.
    - Wood can be source-separated on site and transported to a recycling center or be co-mingled and sent to a recycling site that separates demolition debris for recycling.
    - Wood can also be ground on site and used as mulch to aid in site stabilization and erosion control.
      - Wood materials can be grounded for mulch with tree and vegetation materials as long as there are no invasive weed concerns.
    - Thickness and location of mulch should be discussed with District biologist.

#### Trees / Plant Materials

- Trees and other plant materials removed from the site for a construction or demolition project can be recycled with other wood products.
- Care shall be given to ensure that no invasive weeds are recycled.
- Invasive plants may need to be removed or treated in compliance with the District's Integrated Pest Management program.

#### Salvage Strategies

Salvage of materials can be difficult and costly, as it usually requires careful deconstruction, often by hand. District construction contracts require contractors to pay prevailing wage, and the result may be that salvage of materials could be considerably more expensive than recycling the material. Often, materials that have incurred costly labor-hours to salvage ultimately end up being recycled. Therefore, clear identification of the salvage potential of any materials is critical. The following outlines steps for identifying the potential salvage of items slated for demolition:

1. In filling out Exhibit 1, identify any materials, appliances, fixtures, cabinetry, etc., that may have salvage value.
2. Photograph items, and e-mail photos to a minimum of two salvage companies to obtain their opinion as to the potential salvage value of the items.
3. If the items have a clear strong salvage value (gauged by response from salvage companies interested in the materials), staff may opt to follow one of the two following options:
  - a. Prepare a separate Request for Quotes for Salvage of items.

- i. Salvage work must be evaluated against remediation work required. If any of the salvage work could disturb hazardous materials, then the hazardous materials remediation must take place before salvage operations.
      - ii. Salvage, remediation and demolition work shall be managed as separate contracts.
    - b. Include salvage requirements within the construction or demolition bid package
      - i. Place the responsibility for salvage of materials on the contractor.
      - ii. Invite salvage companies/subcontractors to attend the pre-bid meetings and have them submit their bids to the prime contractors for inclusion with the bid packages.
      - iii. This approach transfers coordination of salvage work to contractor.
- 4. For all salvage activities, the salvage company shall identify the end use for the salvaged item(s). Minimally salvage company shall issue a letter stating:
  - a. Which materials will be salvaged;
  - b. Where the salvaged materials will be taken;
  - c. What the salvaged materials will be used for; and,
  - d. Confirmation that the salvaged items shall be retained, in their intact state, and will not be recycled.
  - e. Acknowledgement that receipts shall be provided for the off-site disposition of the salvaged materials.

**Construction Demolition Waste Diversion Policy  
Resource Directory\***

Company Name	Discipline	Contact	E-mail	Phone	Communications / Info
Reuse Network City of Palo Alto	PM / Expeditor for Salvage Projects Jurisdiction / City Planner	Lorenz Schilling Scott McKay	<a href="mailto:lorenz@reusenetwork.org">lorenz@reusenetwork.org</a>	562-307-6065	Planner who enforces City-mandated deconstruction for single family homes 501.c.3 non-profit, do deconstruction 7 salvage. Do not do prevailing wage projects. Can work as sub to prime contractor.
The Re Use People	Salvage Company / Deconstruction / Non-profit		<a href="mailto:info@TheReUsePeople.org">info@TheReUsePeople.org</a>	510-383-1983	
Driftwood Salvage	Salvage Company	Same as Wholehouse Building Supply & Salvage		650-847-4000	Non-profit retail store that sells salvaged and donated items
Habitat for Humanity	Re-store / Salvage Retailer			650-455-6683	
Green Earth Appraisals	Appraisal for deconstruction/Salvage	David Xepoleas	<a href="mailto:info@greenearthappraisals.com">info@greenearthappraisals.com</a>	650-726-1702	Specialize in old growth redwood, large timbers and large slabs of lumber.
Firewood Farms	Salvage Company	James Harper		650-558-1400	Same as Driftwood Salvage - appears to do demolition, appraisals, salvage, and have a non-profit for raising funds for east Palo Alto.
WholeHouse Building Supply & Salvage	Salvage Company; demo contractor; Non profit		<a href="mailto:gardner@batnet.com">gardner@batnet.com</a>	650-670-5907	
Rebuild Green	Deconstruction Contractor	Roderick Cooper	<a href="mailto:rebuildgreen@gmail.com">rebuildgreen@gmail.com</a>	650-533-2124	
Makoni Construction	Deconstruction Contractor	Lisi Makoni	<a href="mailto:lisi@makonideconcompany.com">lisi@makonideconcompany.com</a>		
Zanker Road resource Management	Waste Handling / recycling	Michael Gross	<a href="mailto:michael@zankerrecycling.com">michael@zankerrecycling.com</a>	408-263-2384	Local large recycling center; has demolition waste line that sorts & separates co-mingled waste from demolition/construction projects

\*This directory is not comprehensive and may not include all available resources in the region; Listing herein does not imply any endorsement or guarantee of the listed entity.



# **Construction & Demolition Waste Diversion**

## **Attachment 4**

**SECTION 01115      HANDLING, TRANSPORT AND DISPOSAL OF CONSTRUCTION  
DEBRIS**

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## **SECTION 01115**

### **HANDLING, TRANSPORT, AND DISPOSAL OF CONSTRUCTION DEBRIS**

#### **PART 1 -GENERAL**

##### **1.1 SUMMARY**

A. This Section of the Specifications to specify project requirements for:

1. Handling, transport, and disposal of building and site materials as construction debris that do not contain asbestos, lead, or other hazardous materials.
2. Handling, transport, and disposal of building and site materials as construction debris that contain asbestos and/or lead.
3. Handling and storage of all construction debris after its removal.
4. A waste-stream diversion plan for all non-hazardous materials.
5. Transportation of all construction debris.
6. Disposal of all construction debris.
7. Additional procedures related to the handling, transport, and disposal of hazardous materials are described in Specification Section 01110.

B. Additional sampling and analyses to the extent required by the disposal facility is the responsibility of the Contractor. Contractor shall be responsible for all costs and schedule impacts associated with additional sampling requirements.

C. The Contractor is solely responsible for Source-Separation and shall not permit construction debris which is intended to be disposed of as non-hazardous waste to be commingled with hazardous substances or hazardous materials. The District will not pay any additional costs the Contractor incurs if construction debris designated to be disposed of as non-hazardous waste is commingled with hazardous substances or hazardous materials.

D. The Contractor is solely responsible for the handling, storage, transportation, and disposal of all construction debris in strict accordance with applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes, and standards.

E. The Contractor shall develop and implement a waste-stream diversion plan for all materials that are not classified as hazardous waste. This may include recycling, salvage, or re-use of the materials on site.

### **1.3 REGULATORY REQUIREMENTS**

A. See REGULATORY REQUIREMENTS Section.

B. Compliance with regulatory requirements:

1. Perform all handling, storage, transportation, and disposal of construction debris in compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, and ordinances.
2. Obtain all Federal, State of California, State in which disposal facility is located if not in California, regional, and local permits and any other approvals from agencies and authorities required to perform the Work.
3. Submit all required notifications to Federal, State of California, and local agencies with regulatory responsibilities associated with the work activities that are included in the project. All notifications shall be served in the form required by the agency requiring notification, and in a timely manner so as not to negatively impact the project schedule. Submit copies of all notifications as actually served to agencies to the District.

### **1.4 LICENSES**

A. Licenses:

The Contractor shall be currently licensed by the State of California to perform demolition work, and removal, handling, storing, and transportation of construction debris, and shall also maintain current any additional registrations and certifications required by Federal, State of California, regional, or local governmental or quasi-governmental agencies, or other entities having jurisdiction.

### **1.5 SUBMITTALS**

A. Submit copies of current valid permits required by Federal agencies, the State of California, and regional and local regulations, including arrangements for storage and transportation of asbestos containing materials, lead containing materials, PCB containing materials, and other hazardous waste materials.

B. Pre-demolition construction debris characterization:

1. Prior to demolition work the Contractor shall complete material sampling and material characterization, and shall establish the physical characteristics of the various waste streams the Contractor will generate.
2. Prior to any demolition work the Contractor shall obtain preliminary letters of commitment from disposal facilities based on the physical characteristics of the various waste streams the Contractor will generate.
3. Demolition work shall not commence until the District has reviewed the results of the physical characteristics of the various waste streams the Contractor proposes to generate and the preliminary letters of commitment from disposal facilities.

### C. Characterization of waste generated by demolition:

1. While executing demolition work the Contractor shall undertake material sampling and material characterization to verify that the physical characteristics of the waste from demolition work is similar to the waste streams the Contractor identified in the Contractor's pre-demolition waste characterization.
2. If the sampling and waste characterization during demolition work indicates that the various waste streams being generated are substantially different from those the Contractor submitted for pre-demolition waste characterization, the Contractor shall:
  - i. Temporarily stop work;
  - ii. Inform the District;
  - iii. Undertake additional material sampling and material characterization to establish the revised physical characteristics of the various waste streams the Contractor will generate, and;
  - iv. Inform the proposed disposal facilities of the revised physical characteristics of the waste streams the Contractor is generating, and obtain new letters of commitment from disposal facilities.

### D. Waste-Stream Diversion.

The Contractor shall prepare a waste-stream diversion plan describing how all non-hazardous demolished materials will be handled. Waste-stream diversion plan (WSDP) shall list all materials that will be sent to the landfill, with an explanation of why they cannot be recycled or salvaged. Contractor shall provide receipts for all materials disposed of offsite including a certified recycling center or salvage company.

- On-site recycling: concrete and concrete block may be re-used on site as fill (if material is painted characterization is required). Un-treated wood can be ground and used as mulch.
- Off-site recycling: Contractor is required to recycle 100% of all concrete, non-treated wood, steel, metal, appliances, and cabling.
- Salvage: Contractor shall explore any opportunities for salvage of materials. If salvage of materials is proposed, WSDP shall indicate what items shall be salvaged, and where they will be transported to.

E. Disposal facilities compliance and commitment: Prior to off-site transport of any construction debris, submit copies of letters of commitment from all proposed disposal facilities. Each letter shall state the following:

1. Confirmation that the facility and its operations are in compliance with all Federal, State in which the disposal facility is located, regional, and local requirements.
2. Confirmation that the facility has reviewed applicable material characterization reports and is licensed to accept the materials, and will accept the materials proposed for disposal at the facility.
3. Any restrictions of the disposal facility that may cause rejection of transported materials.
4. Additional sampling and characterization of materials required prior to delivery of materials to the disposal facility.



5. Any restrictions on delivery schedules.
6. Full disclosure concerning any existing, imminent or pending corrective action programs which may impact the ability of the facility to accept materials from the Project Site during performance of this Contract.

F. Submit copies of all manifests, weight receipts, material analyses, waste profiles, disposal facility receipts, and all other documents and records pertaining to the sampling, characterization, transport, and disposal of all construction debris required to be removed and disposed of in accordance with the requirements specified in the Contract Documents.

G. Review by the District of the above required submittals is intended only to be for general conformance with the requirements of the Contract Documents. The District assumes no responsibility for permits, licenses, notices, materials and methods, equipment, or temporary construction required to execute the Work. The implementation of these procedures is the sole responsibility of the Contractor.

## **1.6 HEALTH AND SAFETY**

A. The Contractor shall determine the level of hazard resulting from actual conditions at the work site, and shall ensure that safety procedures employed and protective gear provided to workers are appropriate for the conditions and in compliance with all applicable regulations and standards

B. The Contractor shall provide protection for personnel in accordance with the Contractor's Health and Safety Plan, in compliance with all OSHA and all other Federal, State of California, regional, and local statutes, laws, regulations, rules, and ordinances, and take all additional precautions necessary to safely execute the Work.

C. Enforcement of personnel protection requirements and compliance with NIOSH and OSHA requirements are the sole responsibility of the Contractor.

D. The Contractor shall comply with applicable OSHA CCR requirements.

E. EPA and CAL-EPA requirements:

1. The contractor is solely responsible for compliance with all applicable EPA and CAL-EPA statutes, laws, regulations, rules, and ordinances relating to waste disposal.
2. Waste from demolition and abatement activities must be evaluated for the Resource Conservation and Recovery Act (RCRA) Toxicity Characteristics. The contractor shall comply with RCRA requirements as defined in Subtitles C and D, and other State of California waste management requirements.

F. During all phases of work Contractor shall comply with all applicable sections of State of California Code of Regulations (CCR), Industrial Safety Orders (Title 8), as well as Federal and State of California Occupational Safety and Health Administration (OSHA) regulations, including the Hazardous Waste Operations and Emergency Response regulation (Title 8, Section 5192 and 29 CFR 1910.120).

1. Prior to commencement of any work, the Contractor shall instruct all workers regarding the hazards involved in removal of each specific building material, and ensure that all

workers are properly trained in the methods and work procedures to be employed and in the operation of all equipment to be used.

2. The Contractor shall provide all workers with appropriate protective clothing, including appropriate headgear, non-skid foot coverings, gloves, and respiratory protection as required in this Section of the Specifications, other Sections of the Specifications, and the requirements of applicable Federal, State, regional, and local statutes, and laws.

## **PART 2 - PRODUCTS**

(not used)

## **PART 3 - EXECUTION**

### **3.1 HANDLING OF CONSTRUCTION DEBRIS**

A. Accomplish all demolition and removal with the minimum production of airborne dust and debris.

B. Monitor airborne dust/particle emissions as required to comply with all applicable regulations and standards. If monitoring indicates that emissions exceed those allowed by applicable regulations and standards, or the District's representative determines that emissions are greater than acceptable exposure levels (or standards), the Contractor shall modify removal methods and/or dust suppression methods as required to reduce emissions to an acceptable level.

C. Execute all work using equipment and methods that prevent the spread and/or migration of dust and flying particles and the accumulation of dust and/or debris on adjacent surfaces, adjacent materials, and/or adjacent property.

D. Remove materials using methods that will minimize splintering, shattering and creation of dust and fine debris. Do not permit removed materials to drop on unprotected soil.

### **3.2 REQUIREMENTS FOR THE TRANSPORT OF CONSTRUCTION DEBRIS**

A. Comply with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, and ordinances regarding packaging, labeling, and transport.

B. Cover all trucks hauling construction debris to eliminate the emission of dust and airborne particulate matter.

### **3.3 GENERAL DISPOSAL REQUIREMENTS**

A. Disposal facilities shall be in compliance with all applicable Federal, State in which disposal facility is located, regional, and local laws, rules, regulations or other entities having jurisdiction at the disposal facility.

B. Disposal of construction debris containing asbestos, lead, or other hazardous materials: In addition to the disposal requirements specified herein, comply with all Federal, State in which disposal facility is located, regional, and local laws, rules, and regulations regarding the disposal of construction debris containing asbestos, lead, or other hazardous materials. Applicable

regional and local laws, rules, and regulations shall be those of the governmental or quasi-governmental agencies, or other entities having jurisdiction at the disposal facility.

End of Section 01115